

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, October 28, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/83341931188>

Meeting ID: 833 4193 1188 Passcode: 646426 Dial into meeting: +1 646 558 8656

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting October 21, 2024
3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:34 **Assistant Town Administrator's Business**
 - Authorize contract of services with Clayton D. Davenport Trucking, Inc. for 11th Street Bridge Rehabilitation. Contract value is \$142,000.00 to be funded by existing capital appropriation, ARPA allocation, and Project Overrun account
 - Authorize Energy Efficiency and Conservation Block Grant Agreement with Massachusetts Department of Energy Resources for building decarbonization studies. Award amount is \$27,000.00
 - Turners Falls Manhole Repair and Relining Project Status and Bidding Plan
 - Carnegie Library Basement Project Status
 - Town Hall Parking Lot project
 - Other project updates
5. 6:50 **Town Administrator's Business**
 - Authorize execution of \$50,000 grant award from Executive Office of Administration and Finance for Senior Center facility upgrades (State earmark secured with assistant from Representative Blais)
 - Authorize Execution of grant award from USDA Community Facilities for \$33,000 toward the purchase of a police cruiser
 - First Street Housing Development- Status Update
 - Fifth Street Bridge Weight limit posting
 - Topics not anticipated in the 48 hour posting
6. 7:00 Pole Location Hearing
 - Eversource is requesting permission to install three (3) jointly owned poles in the area of 151 Meadow Road to mitigate long span lengths and low wires.

Next Meeting:

- Selectboard, Monday, November 4, 2024 at 6:30 PM, 1 Avenue A, Turners Falls and via ZOOM.

11th Street Bridge Repair Project

AGREEMENT FOR SERVICES

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Clayton D. Davenport Trucking, Inc., with an address of 130 Colrain Street, Greenfield, MA 01301, hereinafter referred to as "Contractor", effective as of the 28th day of October, 2024. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for 11th Street Bridge Repair Project, including the scope of services and conditions as set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing October 8, 2024 through June 30, 2025.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$142,000.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.

3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town 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 Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$3,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town. These certificates will be updated and submitted annually.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: _____
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Printed Name and Title

Approved as to Availability of Funds:

(\$ _____)

Town Accountant

Contract Sum

Appendix A

MassDOT Bridge Division

Full Plan Set

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION BRIDGE DIVISION

MONTAGUE
ELEVENTH STREET OVER UTILITY CANAL

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	----	--	--
PROJECT FILE NO.		--	

TITLE SHEET AND INDEX

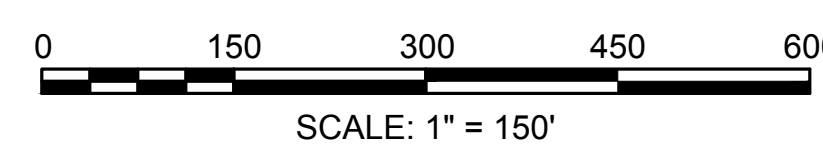
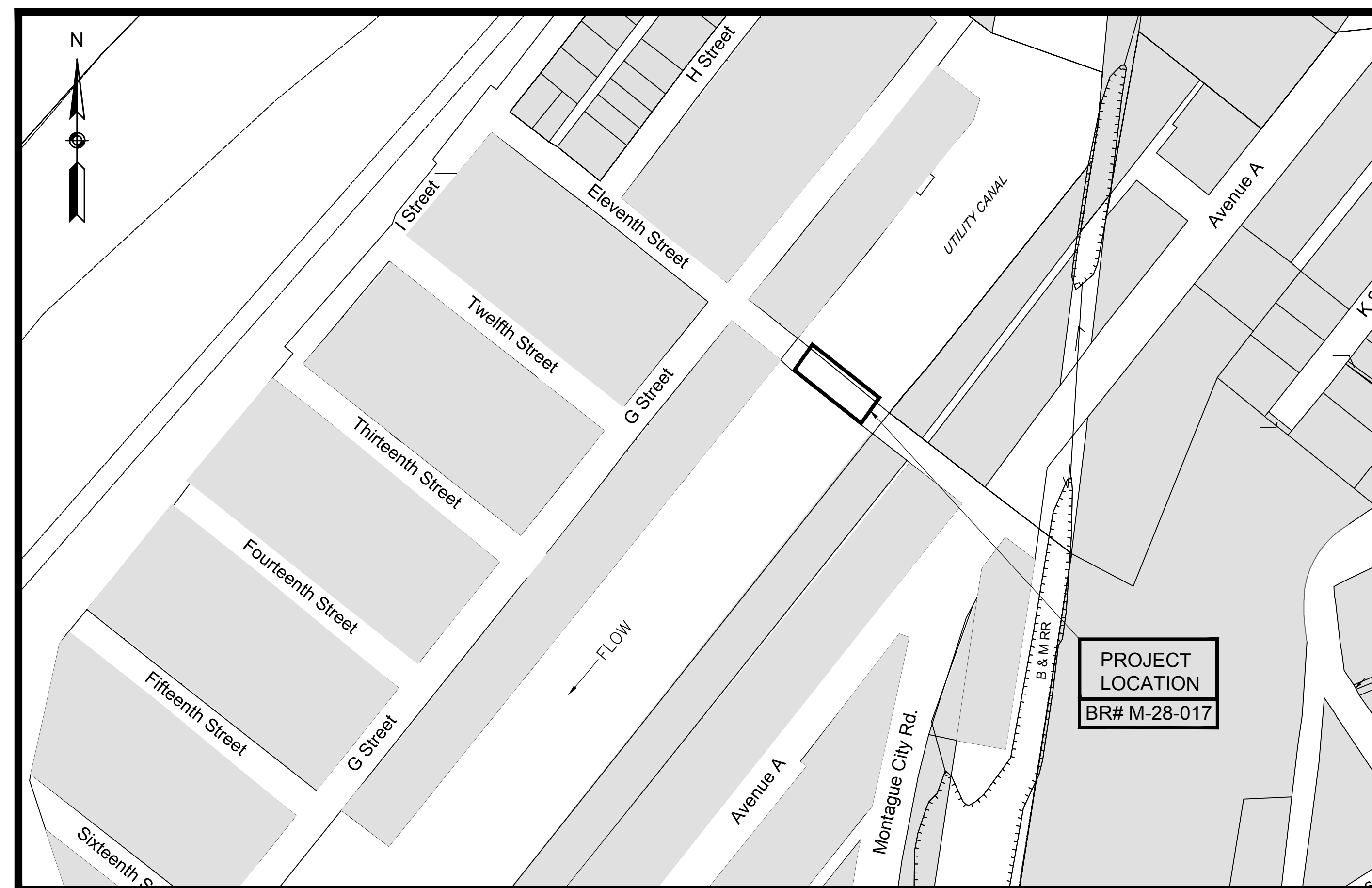
PLAN OF
ELEVENTH STREET OVER UTILITY CANAL
(BRIDGE NO. M-28-017)(0R4)

IN THE TOWN OF
MONTAGUE
FRANKLIN COUNTY

THE MASSACHUSETTS HIGHWAY DEPARTMENT 2023 STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SUPPLEMENTAL SPECIFICATIONS TO THE STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES (JUNE 30, 2023), THE 2017 CONSTRUCTION STANDARD DETAILS, THE 2015 OVERHEAD SIGNAL STRUCTURE AND FOUNDATION STANDARD DRAWINGS, MASSDOT TRAFFIC MANAGEMENT PLANS AND DETAIL DRAWINGS, THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS WITH MASSACHUSETTS AMENDMENTS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAYS LIGHTING, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, WILL GOVERN.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET & INDEX
2	GENERAL NOTES
3	GENERAL PLAN AND LONGITUDINAL SECTION
4	EXISTING TYPICAL SECTION
5	EXISTING FRAMING PLAN
6	PARTIAL WEST PIER ELEVATION AND DETAILS
7	CONCRETE REPAIR DETAILS
8	ADDITIONAL CONCRETE REPAIR DETAILS
9	PARTIAL EXISTING FENCE ELEVATION, SECTION, AND DETAILS
10	SIDEWALK REPAIR DETAILS



LENGTH OF PROJECT = 166.66 FEET = 0.032 MILES

8/21/2024	ISSUED FOR CONSTRUCTION
DATE	DESCRIPTION
THIS SHEET IS APPROVED FOR CONSTRUCTION BY MASSDOT	
AUTHORIZED SIGNATORY:	STATE BRIDGE ENGINEER
USE ONLY PRINTS OF LATEST DATE	

SHEET 1 OF 10 BRIDGE NO. M-28-017 (0R4)

GENERAL NOTES

DESIGN:

IN ACCORDANCE WITH THE 2020 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS LRFD BRIDGE DESIGN SPECIFICATIONS WITH CURRENT INTERIM SPECIFICATIONS THROUGH 2022 FOR HL-93 LOADING.

EXISTING BRIDGE PLANS:

IF REQUIRED, PLANS FOR THE EXISTING BRIDGE NO. M-28-017, DATED 1915, MAY BE SEEN AT THE OFFICE OF THE BRIDGE ENGINEER, MASSDOT – HIGHWAY DIVISION, 10 PARK PLAZA, BOSTON, MASSACHUSETTS.

EXISTING CONDITIONS:

ALL DIMENSIONS AND DETAILS SHOWN FOR THE EXISTING STRUCTURE ARE BASED UPON THE ORIGINAL BRIDGE PLANS AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL DETERMINE AND ESTABLISH ALL DIMENSIONS AND DETAILS NECESSARY FOR COMPLETION OF ALL WORK BY FIELD MEASUREMENT AND SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ADEQUACY AND ACCURACY THEREOF AND NOT ORDER ANY MATERIAL OR COMMENCE ANY FABRICATION UNTIL THEY HAVE MADE THE REQUIRED MEASUREMENTS ON THE ACTUAL STRUCTURE AND THE EXTENT OF THE PROPOSED WORK HAS BEEN APPROVED BY THE ENGINEER.

THE OBSERVED WATER ELEVATION SHOWN ON THE PLANS WAS MEASURED ON THE DATES OF THE SURVEY AND DOES NOT NECESSARILY REPRESENT THE WATER LEVEL AT THE TIME OF CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE WATER LEVELS. PARTICULAR ATTENTION SHOULD BE GIVEN TO UPSTREAM OR DOWNSTREAM FACILITIES AND CONTROL STRUCTURES WHICH MAY ADVERSELY AFFECT THE WATER LEVELS WITHIN THE WATER BODY WHICH MASSDOT HAS NO CONTROL OVER. THERE WILL BE NO ADDITIONAL COMPENSATION FOR WORK INVOLVING VARYING WATER LEVELS OR THOSE THAT DIFFER FROM THE INFORMATION RECORDED ON THE PLANS.

SCALES:

SCALES NOTED ON THE PLANS ARE NOT APPLICABLE TO REDUCED SIZE PRINTS. DIVIDE SCALES BY 2 FOR HALF-SIZE PRINTS (A3).

FOUNDATIONS:

FOUNDATIONS MAY BE ALTERED, IF NECESSARY, TO SUIT CONDITIONS ENCOUNTERED DURING CONSTRUCTION, WITH APPROVAL OF THE ENGINEER.

UNSUITABLE MATERIAL:

ALL UNSUITABLE MATERIAL SHALL BE REMOVED WITHIN THE LIMITS OF THE FOUNDATIONS OF THE STRUCTURE, AS DIRECTED BY THE ENGINEER.

ANCHOR BOLTS:

ALL ANCHOR BOLTS SHALL BE ASTM F1554 GRADE 105, GALVANIZATION AASHTO M 232 (GALVANIZED).

CONCRETE MIX:

ALL CONCRETE SHALL BE 4000 HP CONCRETE EXCEPT AS NOTED BELOW: SIDEWALKS, WINGWALL COPINGS, AND HIGHWAY GUARDRAIL TRANSITIONS SHALL BE 5000 HP CONCRETE.

THE CEMENT CONCRETE SPECIFIED BELOW SHALL BE USED ON THE FOLLOWING BRIDGE COMPONENTS:

4000 PSI, 3/8", 660 CEMENT CONCRETE..... SUBSTRUCTURE CONCRETE REPAIRS

REINFORCEMENT:

REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M31 GRADE 60. UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS, ALL BARS SHALL BE LAPPED AS FOLLOWS:

MODIFICATION CONDITION	#4 BARS	#5 BARS	#6 BARS
1. NONE	16"	19"	23"
2. 12" OF CONCRETE BELOW BAR	20"	25"	30"
3. COATED BARS, COVER < 3d _b , OR CLEAR SPACING < 6d _b	23"	29"	34"
4. COATED BARS, ALL OTHER CASES	18"	23"	27"
5. CONDITION 2. AND 3.	26"	32"	39"
6. CONDITION 2. AND 4.	24"	30"	36"

ALL OTHER BARS SHALL BE LAPPED AS SHOWN ON THE CONSTRUCTION DRAWINGS.

EPOXY COATED BARS:

REINFORCING PROTECTION PER ELEMENT SHALL BE AS FOLLOWS:

EPOXY COATED BARS: BRIDGE PIER.

STRUCTURAL STEEL:

ALL STRUCTURAL STEEL, INCLUDING UTILITY SUPPORTS SHALL CONFORM TO AASHTO M270 GRADE 50 UNLESS OTHERWISE NOTED. STEEL FOR RAILINGS, SOLE PLATES, AND BEARINGS SHALL BE GRADE 36 UNLESS OTHERWISE NOTED. "STEEL REPAIRS TO RAILING SYSTEM SHALL BE GRADE 36 AND STEEL REPAIRS THROUGHOUT THE REST OF THE BRIDGE STRUCTURE SHALL CONFORM TO AASHTO M270 GRADE 50.

UTILITIES:

LOCATIONS OF EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL LOCATE AND PROTECT FROM DAMAGE ALL EXISTING UTILITIES. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE RESPECTIVE UTILITY OWNERS FOR ALL UTILITIES THAT ARE TO BE TEMPORARILY OR PERMANENTLY RELOCATED FOR BRIDGE REPLACEMENT WORK.

TRAFFIC:

THE BRIDGE WILL BE MODIFIED TO CLOSE PEDESTRIAN TRAFFIC AT ONE SIDE OF THE BRIDGE DURING ALL PHASES OF REPAIR. SHOULDER WILL BE CLOSED AT ROADWAY APPROACHES FOR ALL PHASES OF REPAIR WORK.

SUGGESTED CONSTRUCTION SEQUENCE:

1. MOBILIZE TO BRIDGE NO. M-28-017.
2. INSTALL MAINTENANCE AND PROTECTION OF TRAFFIC AT SIDEWALK AND SHOULDER ALONG EASTBOUND SIDE OF ROADWAY. COMPLETE REPAIRS TO SUBSTRUCTURE CONCRETE AT WEST PIER.
3. REPAIR BEARING AT WEST PIER.
4. REPAIR STEEL TO EXISTING RAILING.
5. REMOVE MAINTENANCE AND PROTECTION OF TRAFFIC AT SIDEWALK AND SHOULDER EASTBOUND SIDE OF ROADWAY.
6. DEMOBILIZE FROM BRIDGE NO. M-28-017.

**MONTAGUE
ELEVENTH STREET OVER UTILITY CANAL**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
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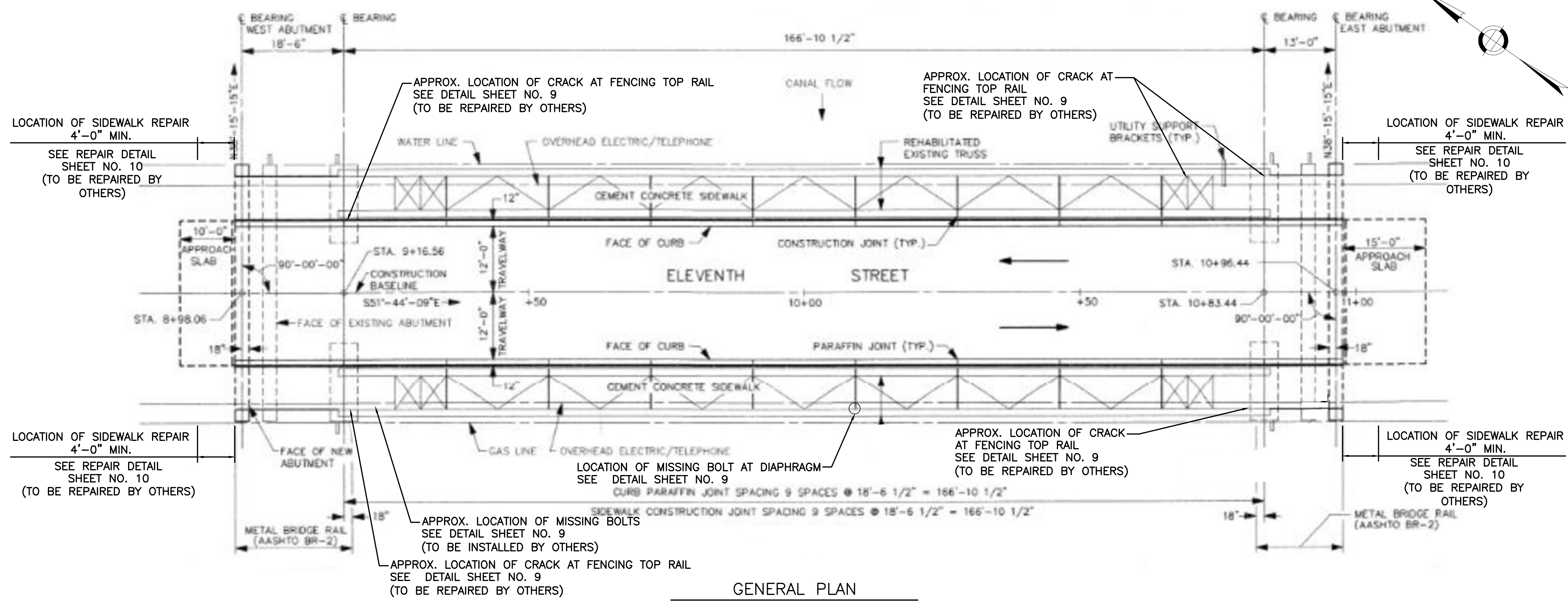
GENERAL NOTES

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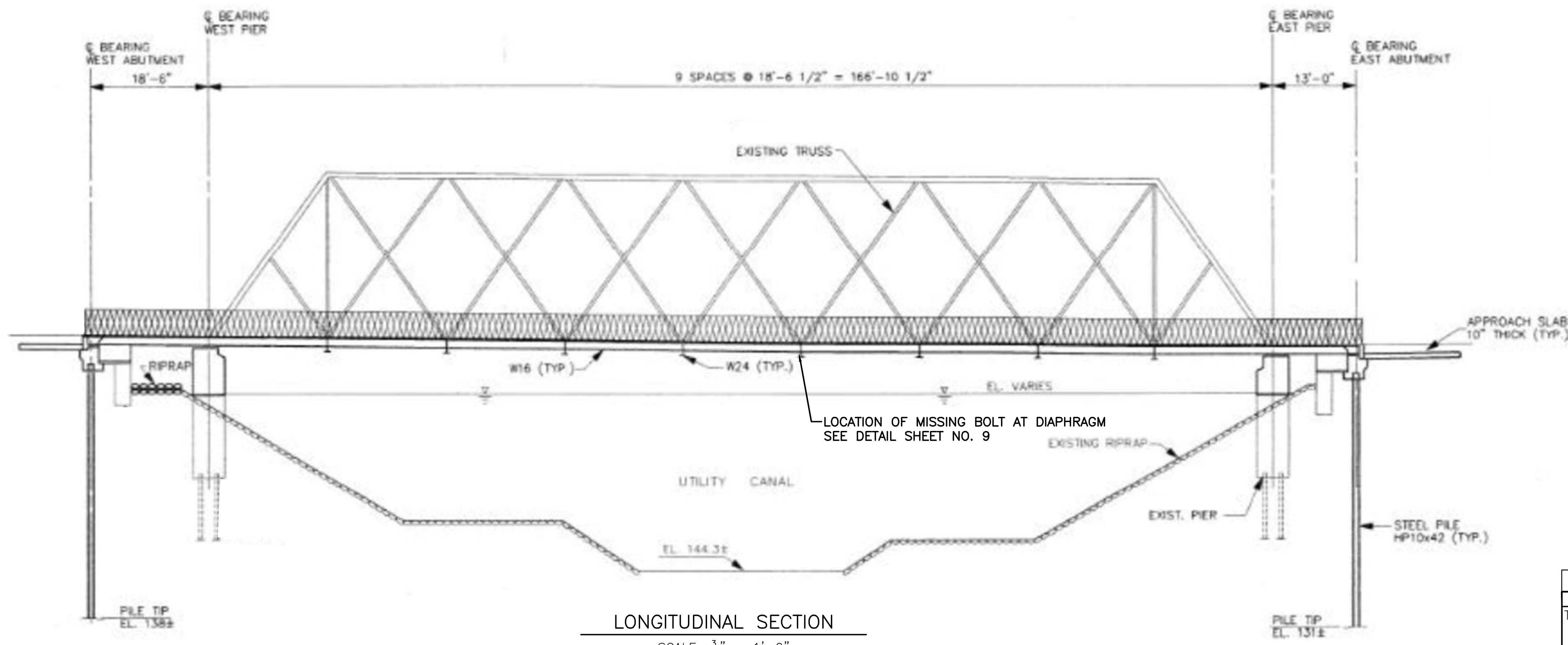
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GENERAL PLAN AND LONGITUDINAL SECTION



GENERAL PLAN
SCALE: $\frac{3}{32}$ " = 1'-0"



LONGITUDINAL SECTION
SCALE: $\frac{3}{32}$ " = 1'-0"

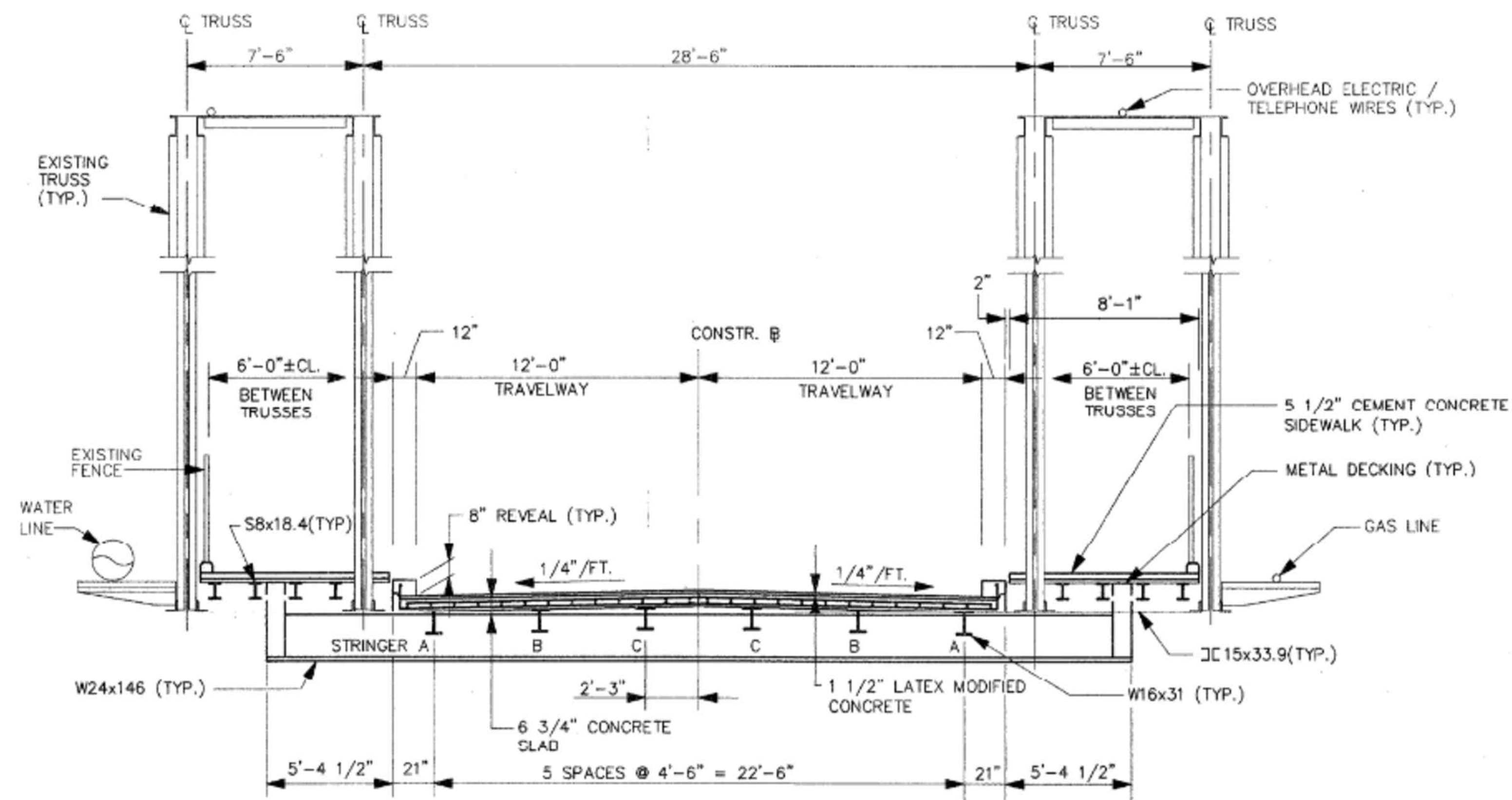
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26-SEPTEMBER-2023 100% DESIGN SUBMITTAL 28070R4_BR3PLAN AND SEC_RECOVER_RECOVER.DWG Plotted on 27-Aug-2024 10:59 AM

MONTAGUE
ELEVENTH STREET OVER UTILITY CANAL

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
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EXISTING TYPICAL SECTION



EXISTING TYPICAL SECTION

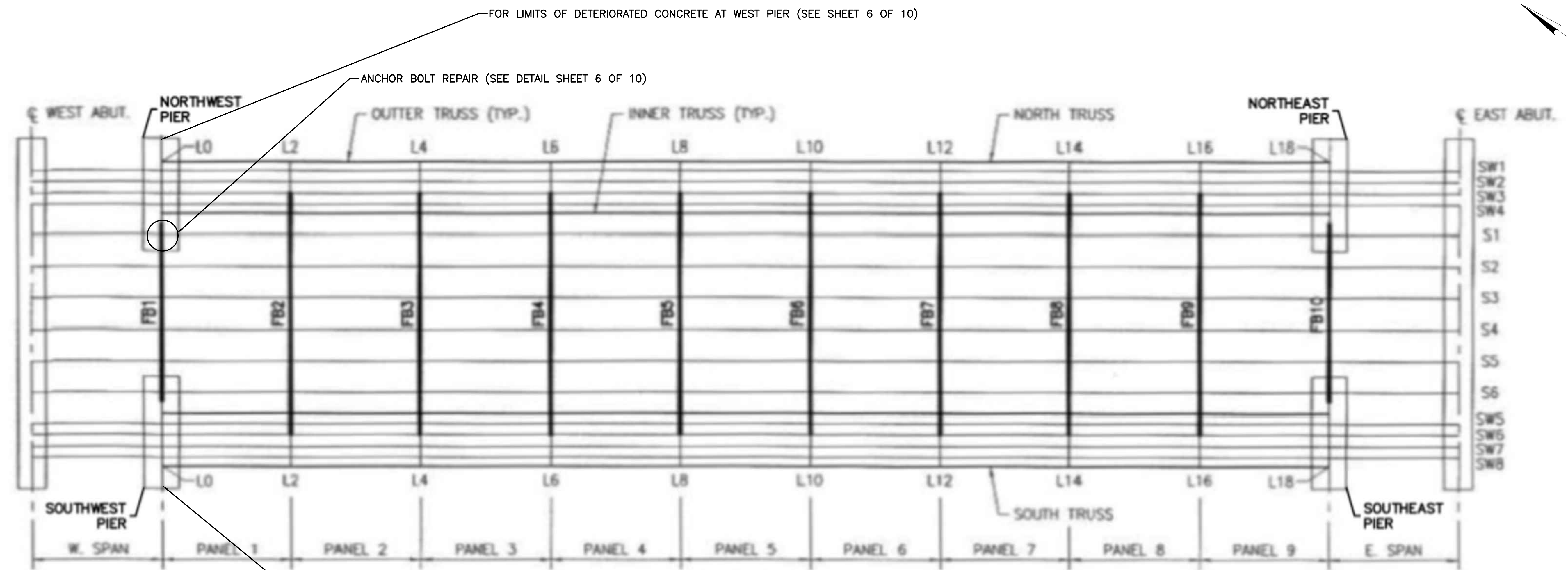
SCALE: 1/4" = 1'-0"

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PROJECT FILE NO.		--	

EXISTING FRAMING PLAN



EXISTING FRAMING PLAN

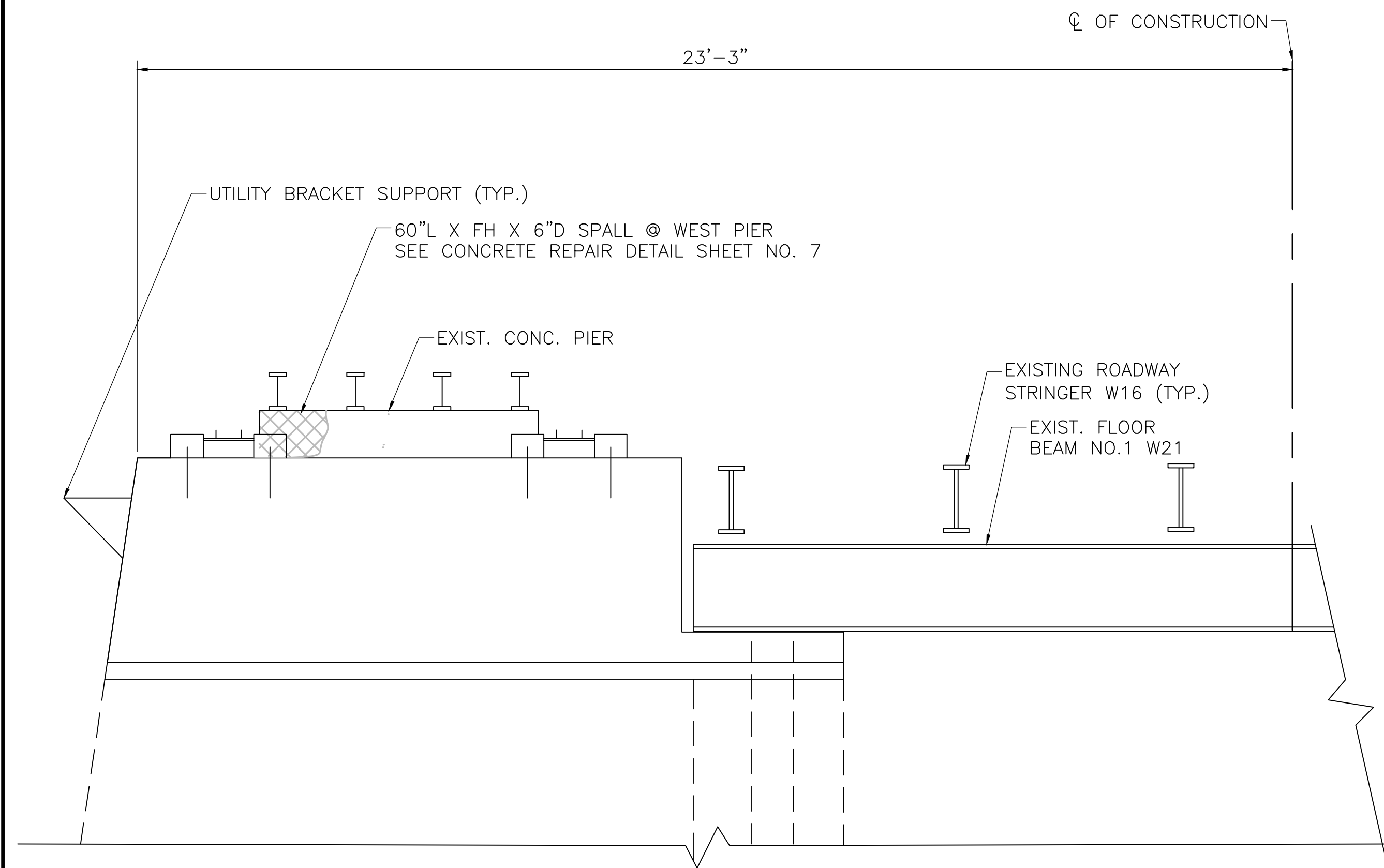
SCALE: 1/8" = 1'-0"

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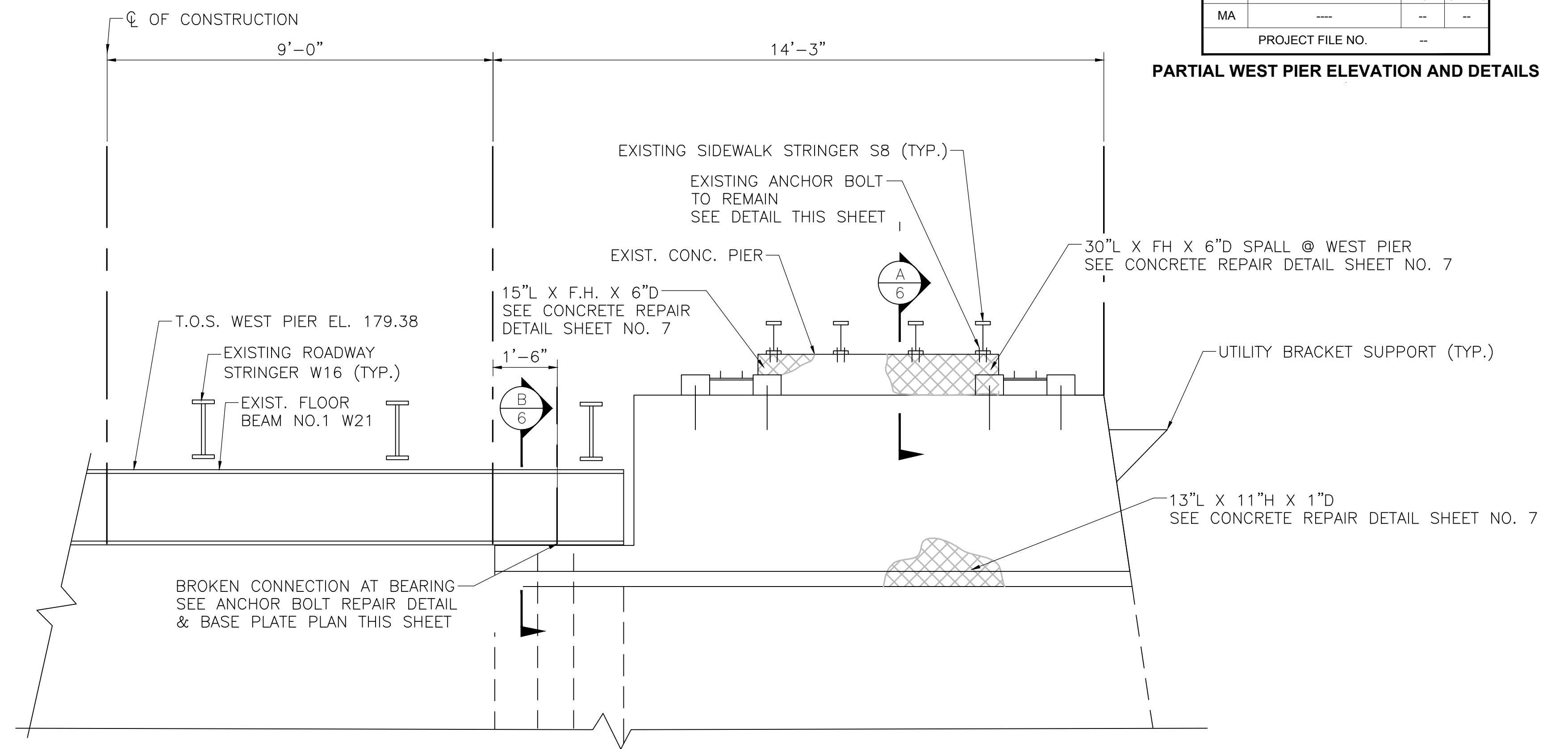
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PARTIAL WEST PIER ELEVATION AND DETAILS



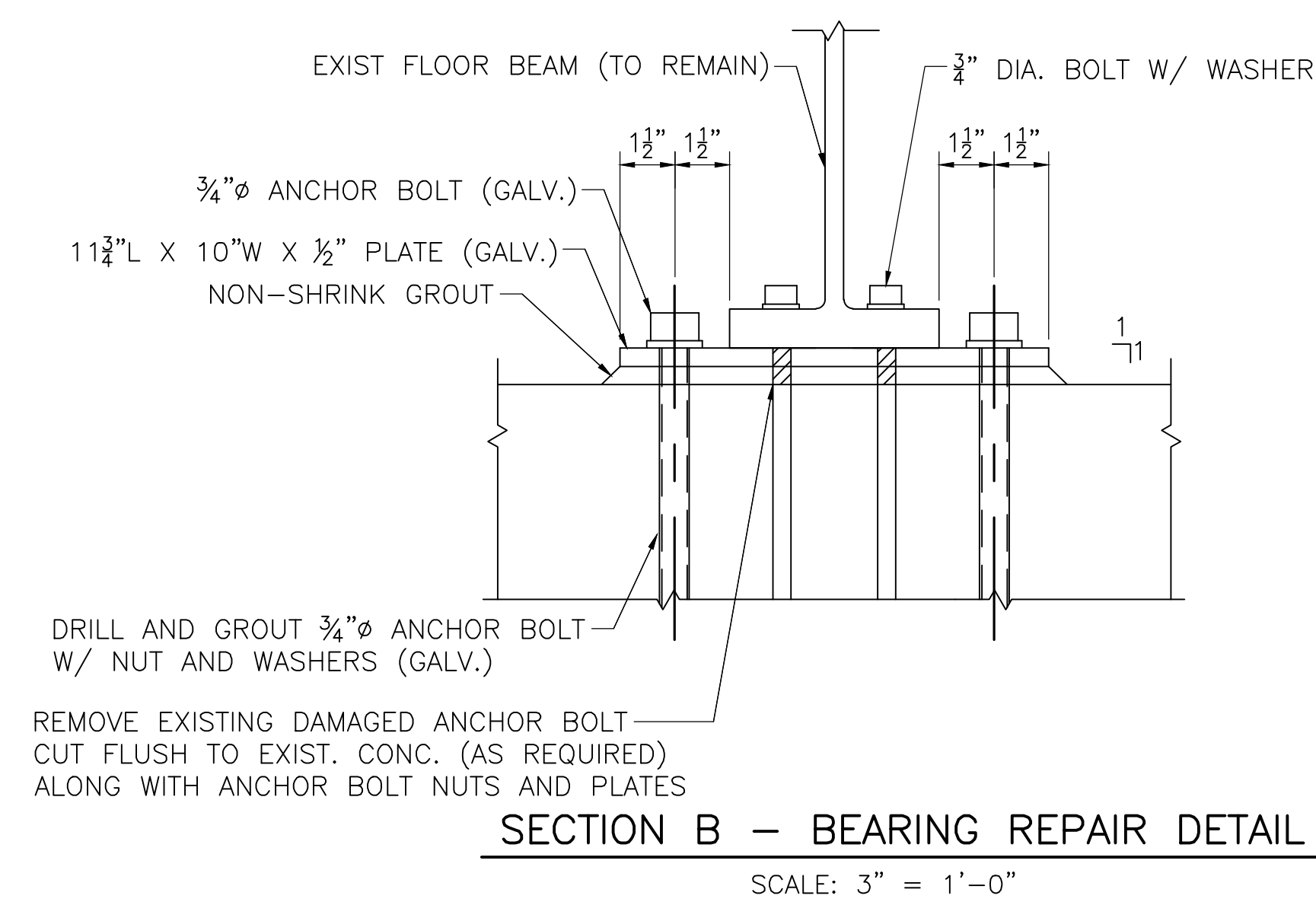
**PARTIAL SOUTHWEST PIER ELEVATION
(EAST FACE OF PIER)**

SCALE: $\frac{1}{4}" = 1'-0"$



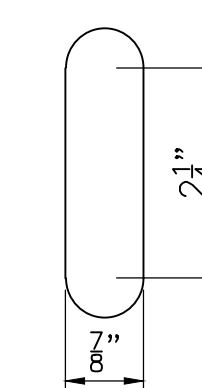
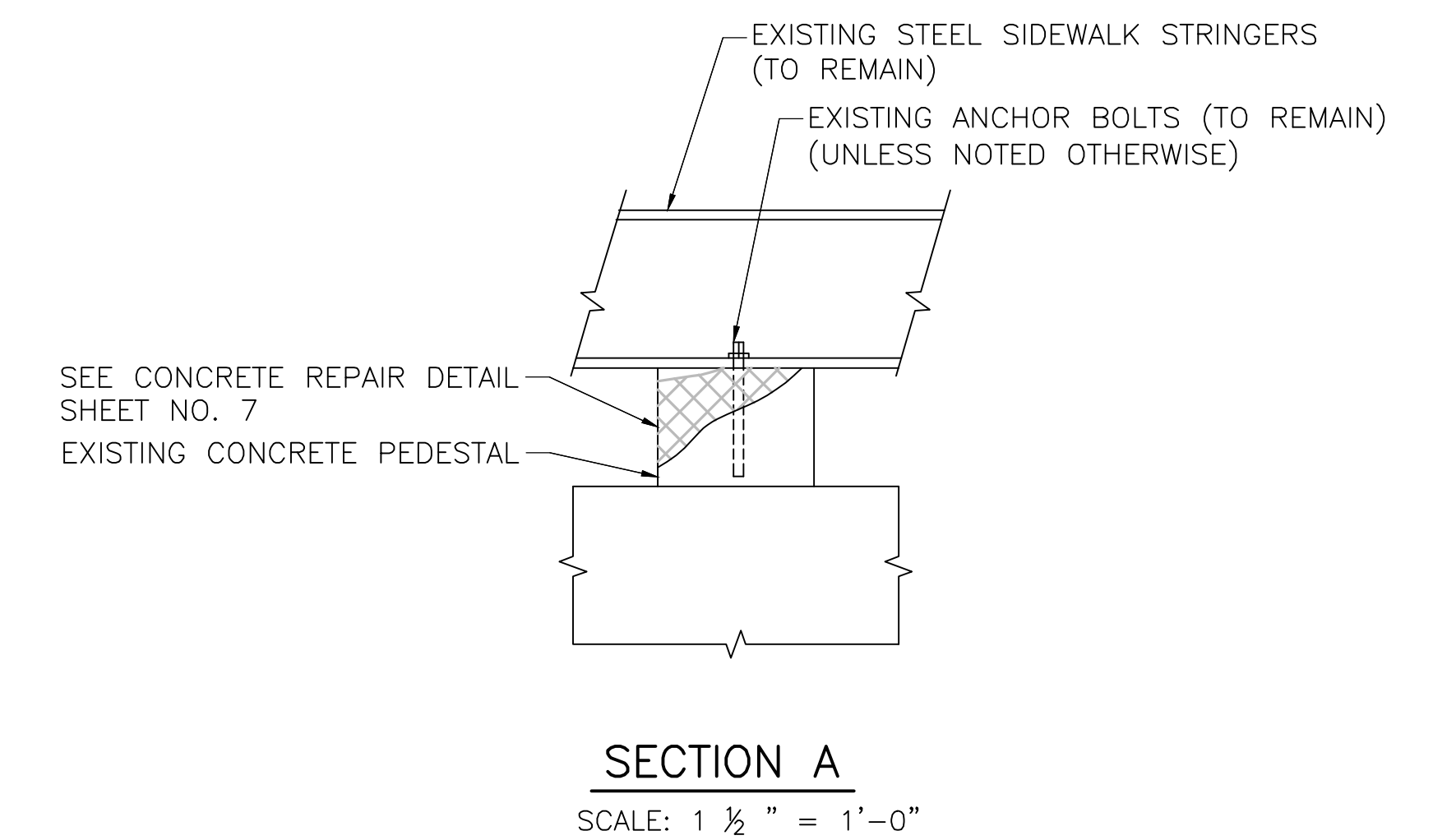
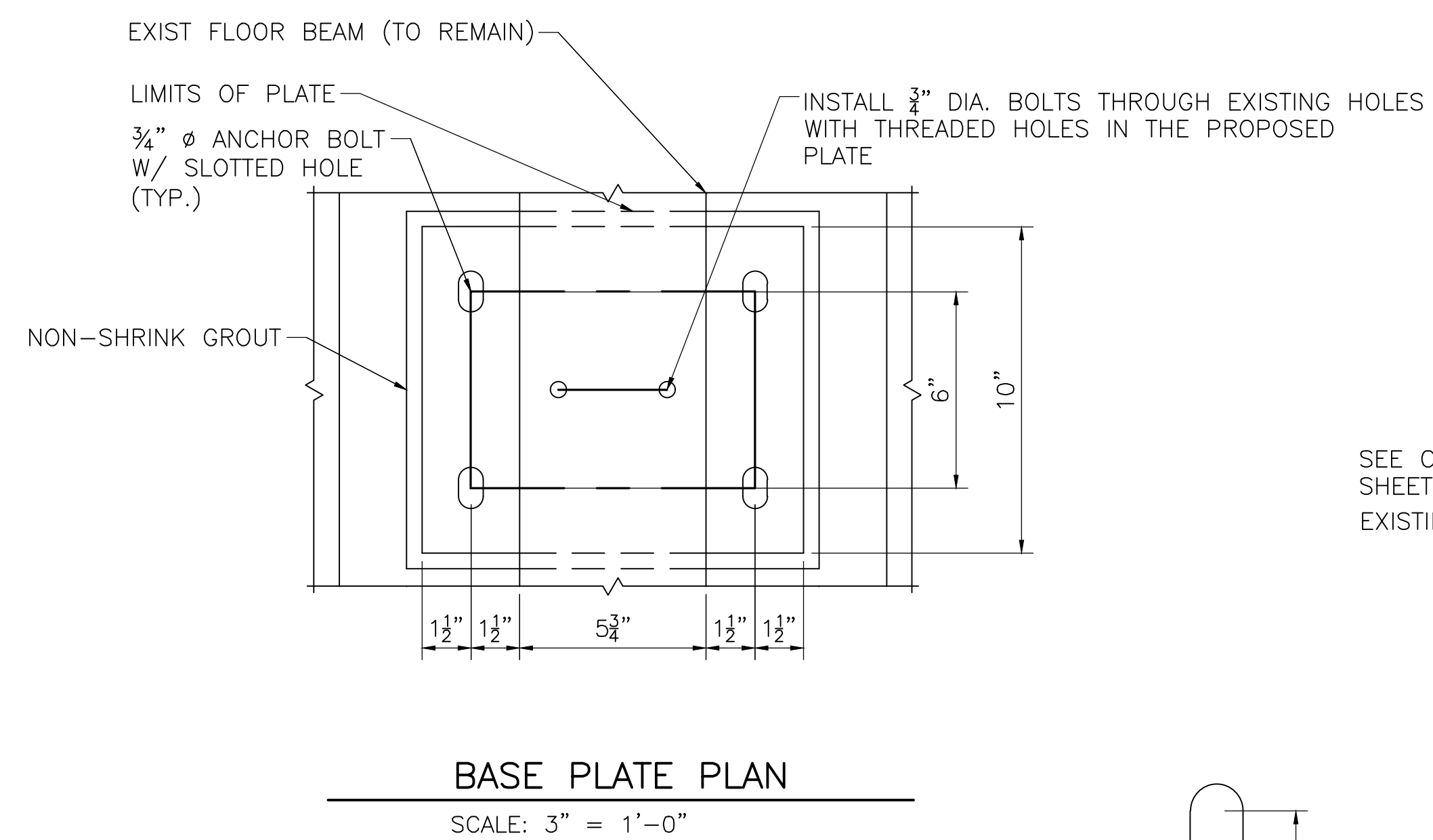
**PARTIAL NORTHWEST PIER ELEVATION
(EAST FACE OF PIER)**

SCALE: $\frac{1}{4}" = 1'-0"$



NOTE:

1. MATCH EXISTING COLOR WITH PROPOSED 3 COAT SYSTEM.

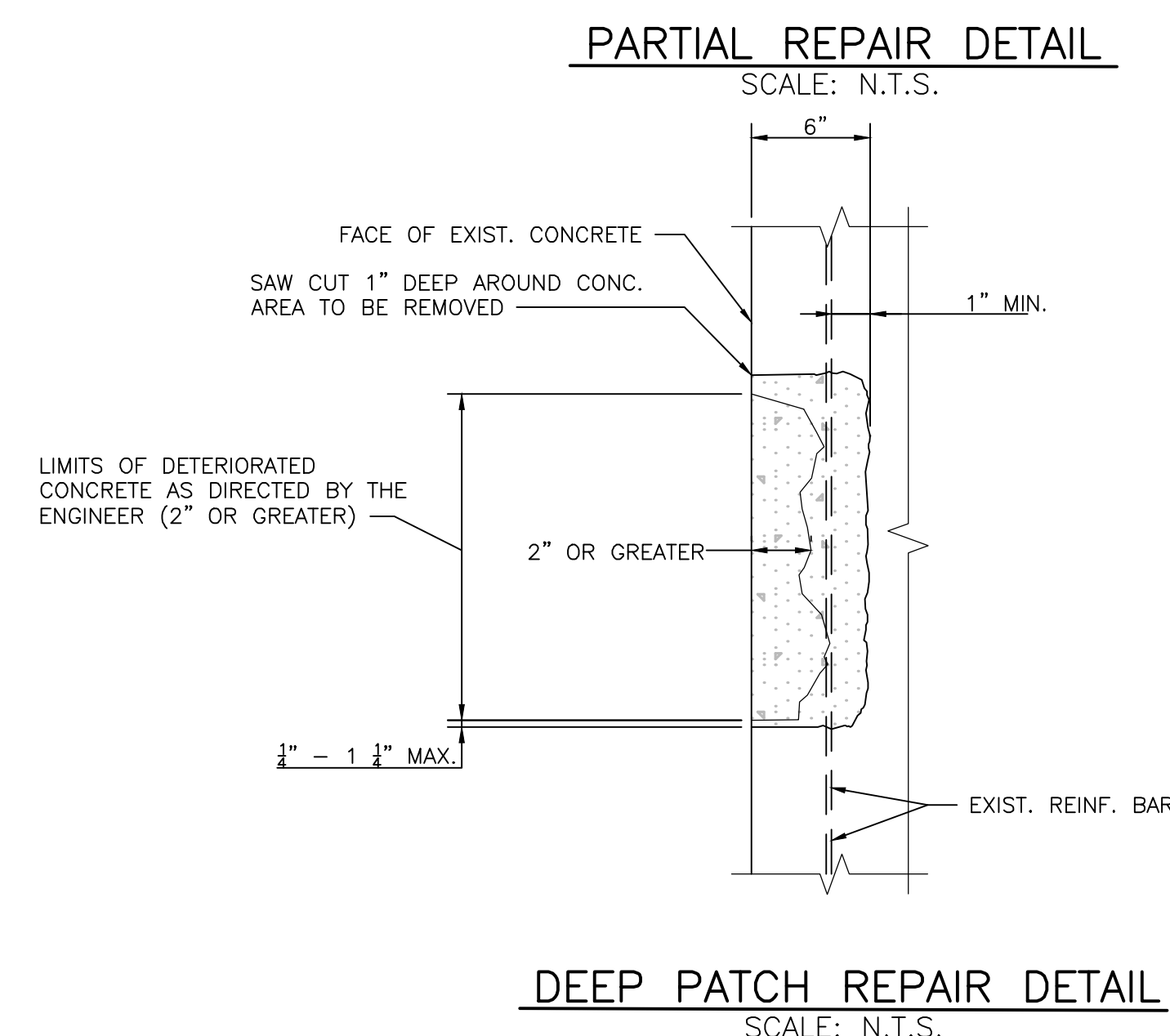
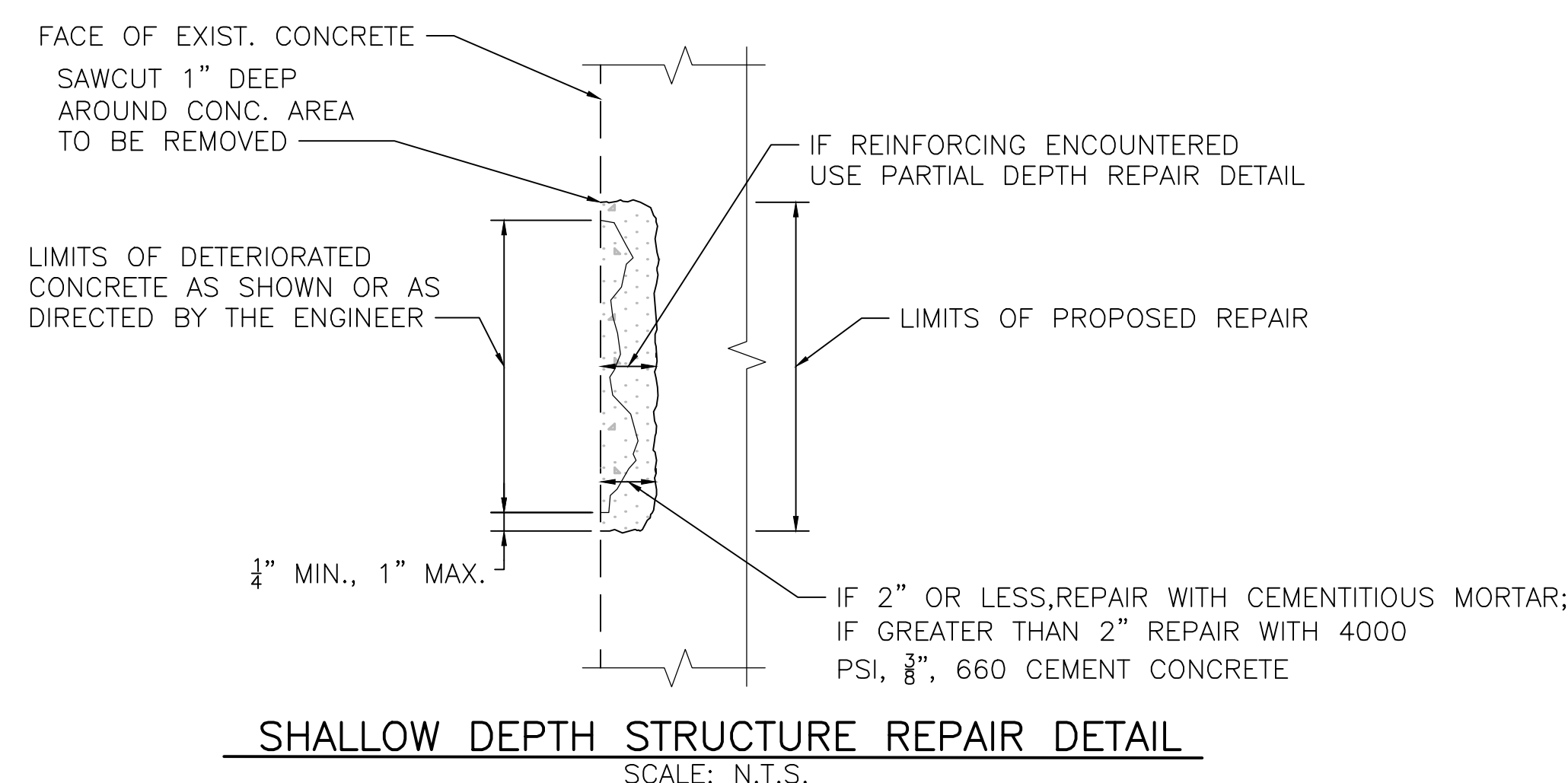
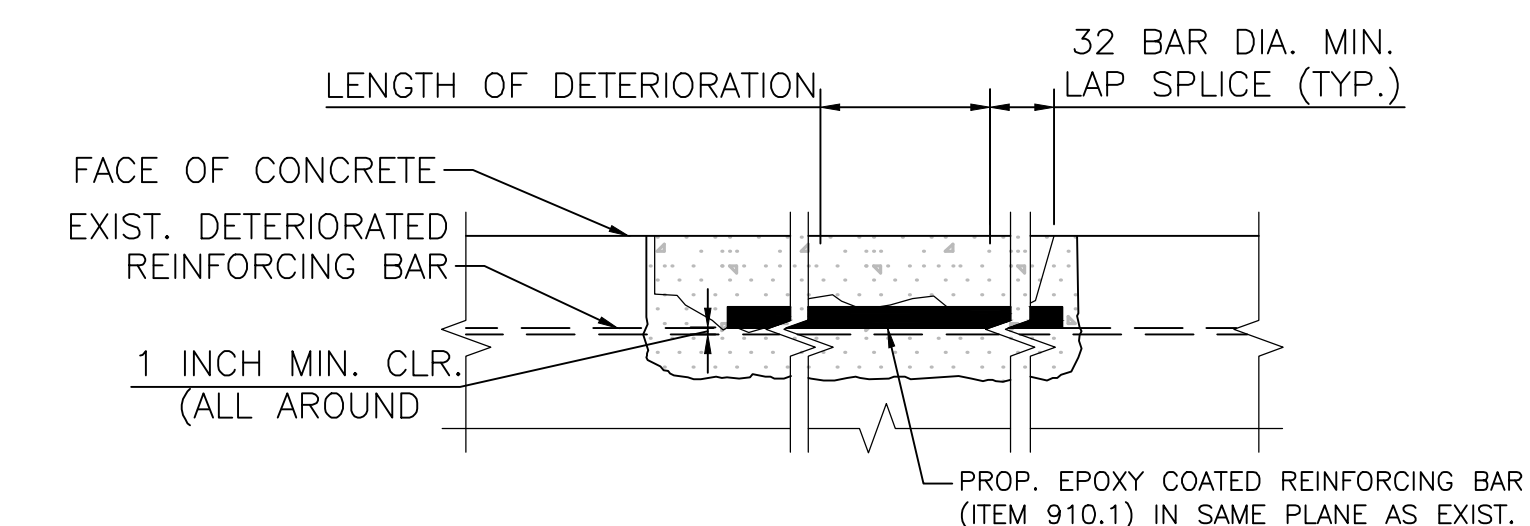
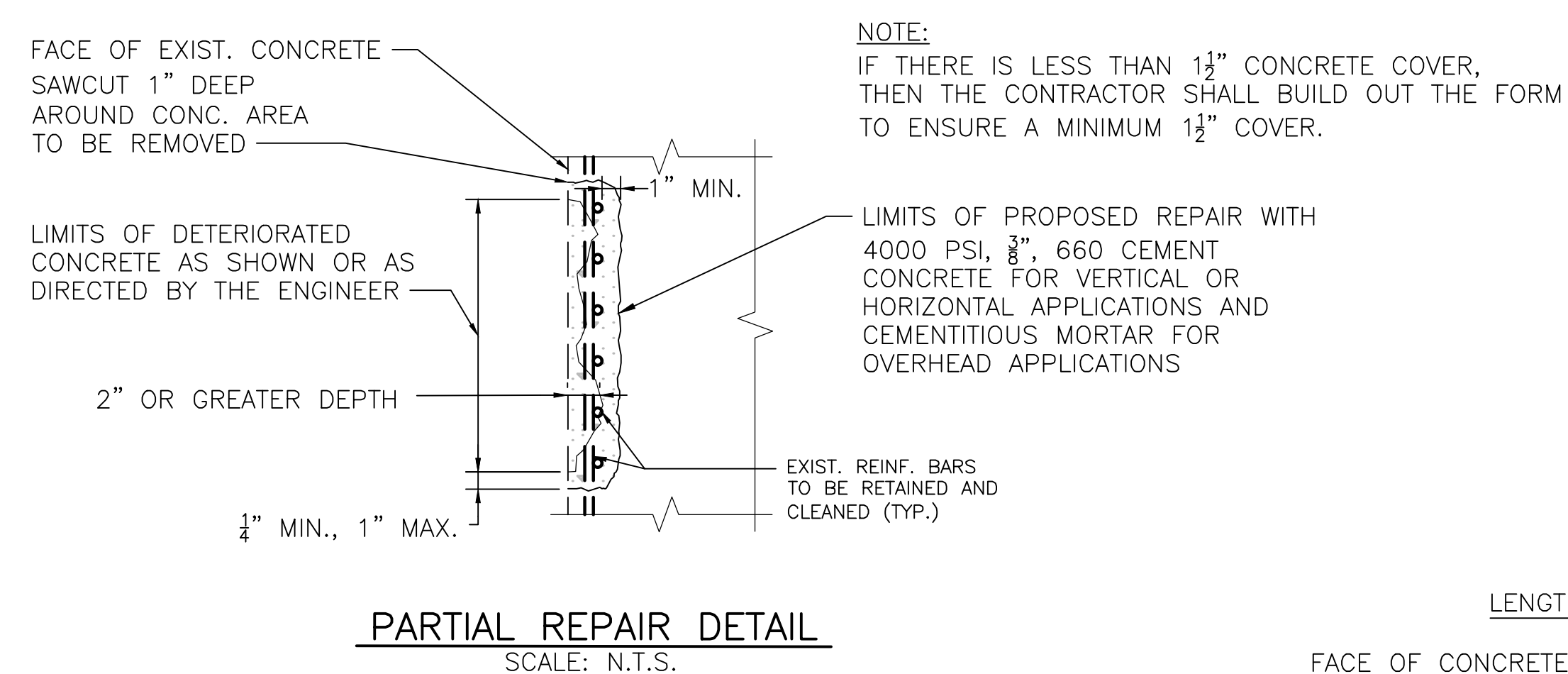
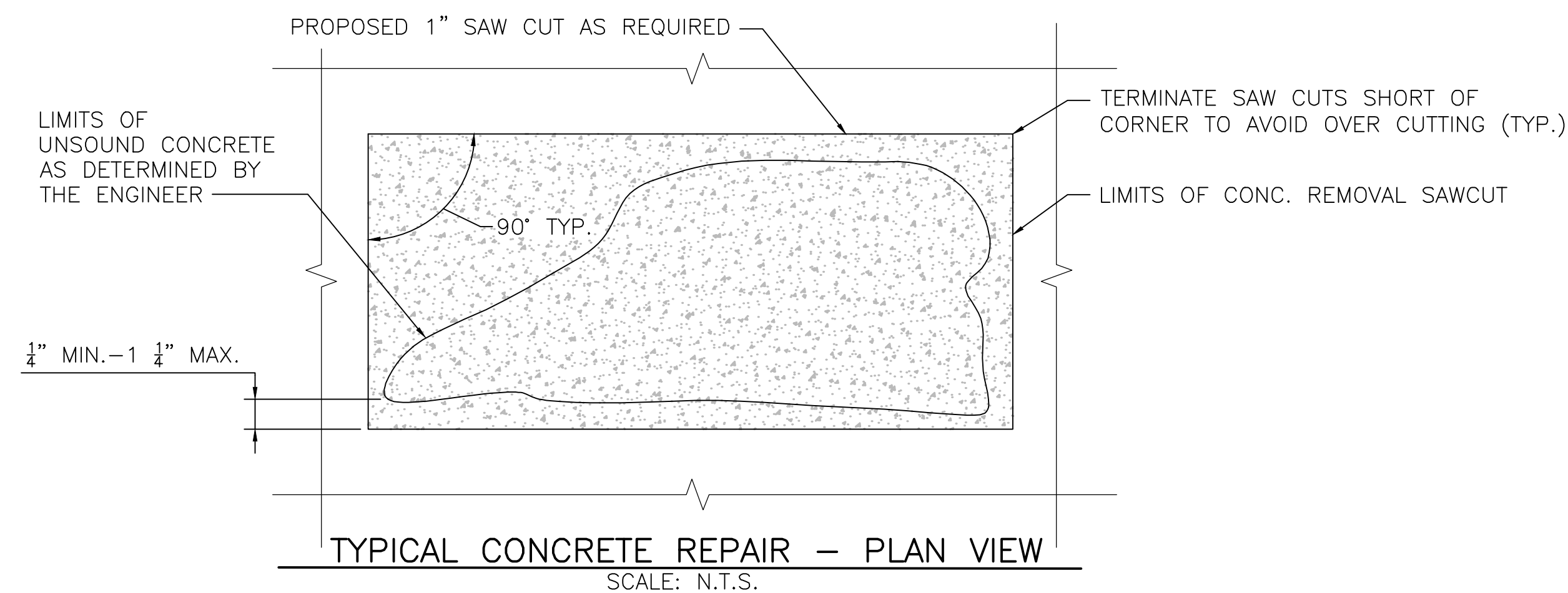


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CONCRETE REPAIR DETAILS



DETERIORATED REINFORCING BAR REPAIR
SCALE: N.T.S.

EXCAVATION AND SURFACE REPAIR NOTES:

1. THE CONTRACTOR SHALL EXERCISE CARE WHEN REMOVING CONCRETE AROUND REINFORCEMENT TO ONLY REMOVE DETERIORATED CONCRETE AND TO LIMIT THE SOUND CONCRETE REMOVED TO THE MINIMUM NECESSARY TO EFFECT A GOOD REPAIR.
2. THE CONTRACTOR SHALL ESTABLISH LIMITS OF VARIOUS REPAIRS AS SHOWN IN THE PLANS AND AT THE DIRECTION OF THE ENGINEER. THE LOCATIONS SHOWN ON THE PLANS ARE BASED UPON RECORDS OF BRIDGE INSPECTIONS AND OBSERVATION FROM THE GROUND AND ARE NOT GUARANTEED. THE LOCATION AND EXTENT OF ALL CONCRETE REPAIRS ARE TO BE FIELD VERIFIED AND APPROVED BY THE ENGINEER AFTER THE CONTRACTOR HAS SOUNDED AND MARKED OUT THE REPAIR AREAS. REPAIR CONFIGURATIONS SHOULD BE KEPT AS SIMPLE AS POSSIBLE, PREFERABLY WITH SQUARE CORNERS.
3. THE LIMITS OF THE REPAIRS SHALL BE SAW CUT ALONG NEAT LINES TO A DEPTH OF 1" TO PRODUCE A CLEAN EDGE.
4. REMOVE DETERIORATED AND UNSOUND CONCRETE AS WELL AS SOUND CONCRETE WHERE NECESSARY TO A MINIMUM OF 1" BEYOND SURFACE REINFORCEMENT.
5. EXPOSED REINFORCEMENT IS TO BE CLEANED BY MECHANICAL CLEANING AND HIGH PRESSURE WASHING WITH WATER THAT CONTAINS NO DETERGENTS OR BOND INHIBITING CHEMICALS. WHERE ACTIVE CORROSION HAS OCCURRED (THAT WHICH WOULD INHIBIT BONDING) SANDBLAST STEEL TO SSPC-SP5.
6. MISSING OR DETERIORATED REINFORCING STEEL SHALL BE REPLACED AS DIRECTED BY THE ENGINEER. AFTER REMOVAL AND EDGE PREPARATION ARE COMPLETE, REMOVE BOND INHIBITING MATERIALS (DIRT, GREASE, LOOSELY BONDED AGGREGATE) BY ABRASION BLASTING OR HIGH PRESSURE WATER BLASTING WITH WATER THAT CONTAINS NO DETERGENTS OR BOND INHIBITING CHEMICALS. CHECK THE CONCRETE SURFACES AFTER CLEANING TO INSURE THAT THE SURFACE IS FREE FROM ADDITIONAL LOOSE AGGREGATE OR THAT ADDITIONAL DELAMINATIONS ARE NOT PRESENT.
7. 4000 PSI 3/8" 660 CEMENT CONCRETE SHALL BE USED TO PERFORM THE REPAIRS.
8. PRESOAK CONCRETE SUBSTRATE WITH A WATER HOSE FOR 25 HOURS OR AS LONG AS SITE CONSTRAINTS PERMIT. AT TIME OF REPAIR CONCRETE PLACEMENT, SUBSTRATE SHALL BE SATURATED SURFACE DRY WITH NO STANDING WATER.
9. ALL SURFACES SHALL BE RUBBED TO PRODUCE A SMOOTH FINISH TO MATCH EXISTING SURFACES.
10. IF AN EPOXY BONDING COMPOUND IS USED (AS DIRECTED BY THE ENGINEER), THE MATERIALS SHALL MEET AASHTO M235 TYPE V. GRADE AND CLASS SHALL BE SPECIFIED FOR EACH INDIVIDUAL APPLICATION. THE EPOXY COMPOUND SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. IN NO CASE WILL THE EPOXY BONDING COMPOUND BE ALLOWED TO CURE TO A HARDENED STATE PRIOR TO CONCRETE PLACEMENT. IF THIS DOES OCCUR IT MUST BE COMPLETELY REMOVED.

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SUBSTRUCTURE CONCRETE REPAIR NOTES:

1. SUBSTRUCTURE REPAIRS SHALL CONSIST OF REMOVING DETERIORATED CONCRETE, PREPARING THE REPAIR SURFACE, FORMING WHERE REQUIRED, PLACING AND FINISHING NEW CONCRETE OR CEMENTITIOUS MORTAR. THE SCOPE OF REPAIRS MAY ALSO REQUIRE APPLYING ELECTROMETRIC COATING (ITEM 964.3) TO THE REPAIRED SUBSTRUCTURE UNITS. THE LIMITS FOR THE ELECTROMETRIC COATING WILL BE ESTABLISHED BY THE ENGINEER.
2. THE REPAIR IS DESIGNATED AS A DEEP PATCH WHEN THE EXCAVATED DEPTH TO SOUND CONCRETE EXCEEDS 2" FROM THE FACE OF THE CONCRETE OR REINFORCING STEEL IS ENCOUNTERED.
3. THE REPAIR IS DESIGNATED AS A SHALLOW DEPTH WHEN THE DEPTH OF SOUND CONCRETE IS REACHED AT OR LESS THAN 2" FROM THE FACE OF THE CONCRETE AND REINFORCING STEEL IS NOT ENCOUNTERED.
4. 4000 PSI 3/8" 660 CEMENT CONCRETE (ITEM 905) SHALL BE USED FOR ALL DEEP PATCH REPAIRS. ALL SHALLOW DEPTH REPAIRS SHALL BE PATCHED WITH CEMENTITIOUS MORTAR FOR PATCHING (ITEM 909.2) OR IF ITEM 909.2 IS NOT INCLUDED IN THIS CONTRACT, MORTAR REPAIRS DIRECTED BY THE ENGINEER WILL BE PAID AS NON BID ITEMS. CEMENTITIOUS MORTAR SHALL BE SELECTED FROM MASSDOT QUALIFIED PRODUCT LIST AND APPROVED BY THE ENGINEER.
5. THE CONTRACTOR SHALL ESTABLISH LIMITS OF REPAIRS AT THE DIRECTION OF THE ENGINEER. THE EXTENT, LOCATION AND REPAIR TYPE (DEEP PATCH OR SHALLOW DEPTH REPAIR) ARE TO BE FIELD VERIFIED AND APPROVED BY THE ENGINEER AFTER THE CONTRACTOR HAS SOUNDED AND MARKED OUT THE REPAIR AREA. THE AREAS OF REPAIR SHALL BE MADE APPROXIMATELY RECTANGULAR WITH THE SIDES GENERALLY PERPENDICULAR TO THE SURFACE BEING REPAIRED.
6. THE DETERIORATED CONCRETE SHALL BE REMOVED AS REQUIRED TO PROVIDE GOOD SOUND CONCRETE ON WHICH NEW CONCRETE CAN BE PLACED AND SATISFACTORILY BONDED TO UNDAMAGED OR UNDISTURBED REINFORCEMENT.
7. SAW CUT ALONG NEAT LINES AROUND REPAIR AREA PRIOR TO CONCRETE EXCAVATION. USE SAW CUT DEPTH OF 1", OR AS REQUIRED TO AVOID CUTTING REINFORCING STEEL.
8. SUBSTRUCTURE REPAIR SHOULD INCLUDE THE REMOVAL OF ALL DETERIORATED, LOOSE, SPALLED, AND HOLLOW SOUNDING CONCRETE. THE DETERIORATED CONCRETE SHALL BE REMOVED FROM WITHIN THE REPAIR AREAS TO THE DEPTH OF SOUND CONCRETE. WHEN REINFORCING STEEL IS UNCOVERED, CARE SHALL BE TAKEN SO AS NOT TO DAMAGE THE STEEL OR ITS BOND TO THE SURROUNDING CONCRETE. MAXIMUM 25 LB. HAMMERS WITH CHISEL POINTS SHALL BE USED FOR CONCRETE REMOVAL. MAXIMUM 15 LB. HAMMERS SHALL BE USED ONCE REINFORCING STEEL IS EXPOSED.
9. THE CONTRACTOR SHALL STOP REMOVING DETERIORATED CONCRETE WHEN A MAXIMUM DEPTH OF 6 INCHES IS REACHED. THE DISTRICT BRIDGE ENGINEER SHALL BE IMMEDIATELY NOTIFIED TO DETERMINE IF THE EXCAVATION CAN BE CONTINUED.
10. IF REINFORCING STEEL IS EXPOSED THEN CLEAN BY MECHANICAL CLEANING OR HIGH PRESSURE WASHING WITH WATER THAT CONTAINS NO DETERGENTS OR BOND INHIBITING CHEMICALS. WHERE ACTIVE CORROSION HAS OCCURRED THAT WOULD INHIBIT BONDING, CLEAN STEEL USING ABRASIVE BLASTING METHODS ACCEPTABLE TO THE ENGINEER, THEN PAINT WITH A ZINC - RICH PRIMER CONFORMING TO MASSDOT STANDARD SPECIFICATION NO. M7.04.11

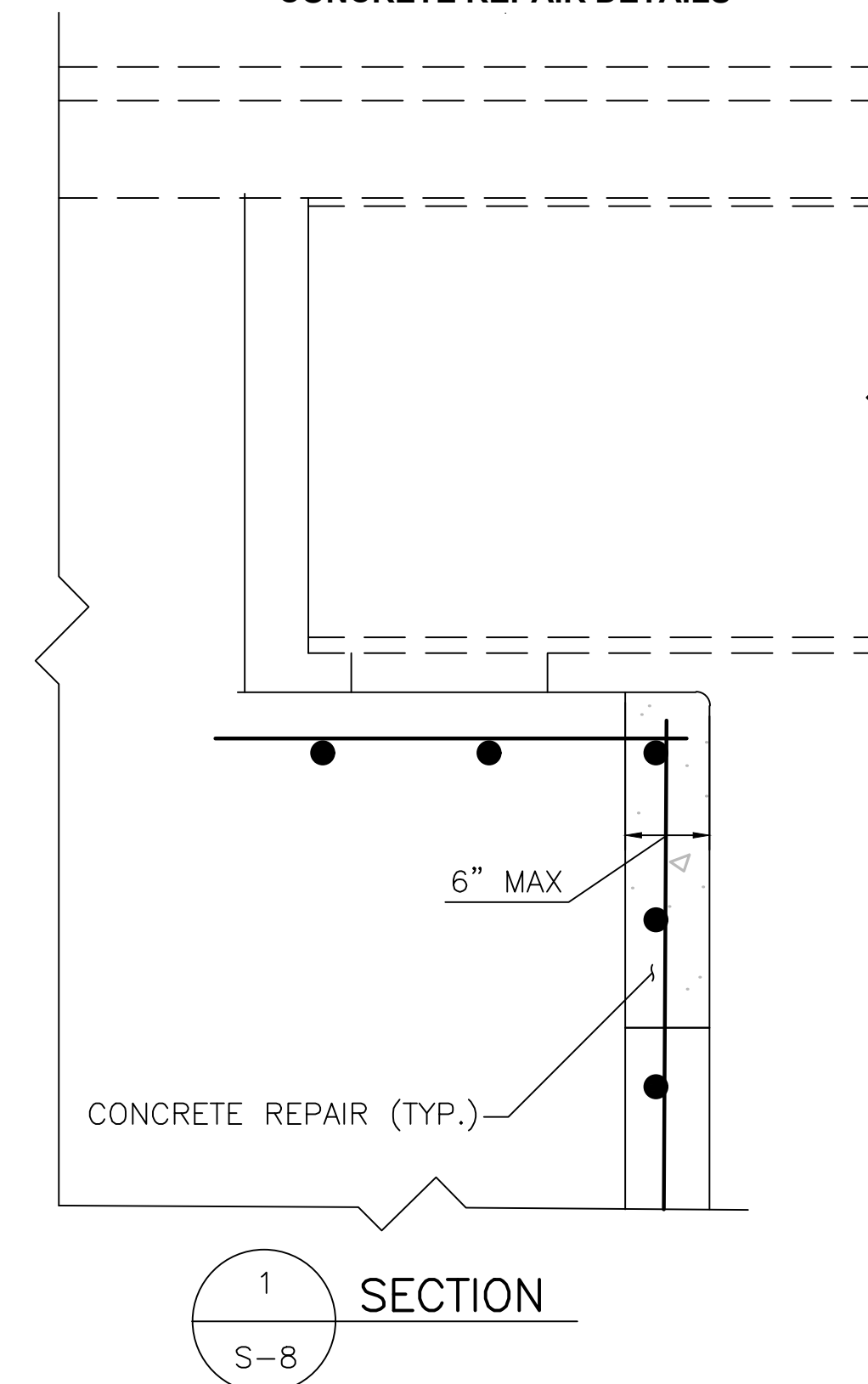
SUBSTRUCTURE CONCRETE REPAIR NOTES (CONT.):

11. EXISTING REINFORCING BARS, WHICH ARE BROKEN OR HAVE LOST 25% OR MORE OF THEIR CROSS SECTIONAL AREA, OR AS ORDERED REPAIRED BY THE ENGINEER, SHALL BE REPAIRED BY SPLICING IN NEW REINFORCING BARS OF THE SAME DIAMETER. SEE EXISTING BRIDGE PLANS FOR BAR SIZES. SPLICE LAPS ARE TO BE AT LEAST 32 BAR DIAMETERS. MISSING OR DETERIORATED REINFORCING STEEL SHALL BE REPLACED AS DIRECTED BY THE ENGINEER AND WILL BE PAID UNDER ITEM 910.1.1.
12. EXISTING REINFORCING BARS, WHICH ARE BROKEN OR HAVE LOST 25% OR MORE OF THEIR CROSS SECTIONAL AREA, OR AS ORDERED BY THE ENGINEER, SHALL BE REPAIRED BY SPLICING IN NEW REINFORCING BARS OF THE SAME DIAMETER. SEE EXISTING BRIDGE PLANS FOR BAR SIZES. SPLICE LAPS ARE TO BE AT LEAST 32 BAR DIAMETERS. MISSING OR DETERIORATED REINFORCING STEEL SHALL BE REPLACED AS DIRECTED BY THE ENGINEER AND WILL BE PAID UNDER ITEM 910.1.
13. ALL SURFACES WHERE NEW CONCRETE WILL BE BONDED TO EXISTING CONCRETE SHALL BE PRE-WETTED WITH CLEAN WATER TO SATURATED SURFACE DRY (SSD) CONDITION (WITH NO STANDING WATER) IMMEDIATELY PRIOR TO THE CONCRETE PLACEMENT. IF INDICATED ON THE PLANS OR THE PLANS OR DIRECTED BY THE ENGINEER, APPLY EPOXY BONDING COMPOUND SUITABLE FOR BONDING FRESH CONCRETE TO HARDENED CONCRETE FOR LOAD BEARING APPLICATIONS TO INTERFACE BETWEEN NEW AND EXISTING CONCRETE. EACH APPLICATION AND SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND THE SPECIAL PROVISIONS. THE COST ASSOCIATED WITH THIS WORK WILL BE PAID UNDER ITEM 964.1.
14. IN GENERAL, EPOXY BONDING COMPOUND (ITEM 964.1) SHALL BE USED FOR ALL SHALLOW DEPTH REPAIR AND HORIZONTAL SURFACES OF DEEP PATCH REPAIR, SUCH AS TOP EXCAVATED SURFACES OF PIER CAP AND BEAM SEAT.
15. IF EPOXY BONDING COMPOUND IS USED, THE FORMS SHALL BE INSTALLED AT LEAST ONCE PRIOR TO APPLICATION OF THE EPOXY BONDING COMPOUND IN ORDER TO ENSURE FORMS CAN BE REINSTALLED AND FILLED BEFORE THE EPOXY BONDING COMPOUND HARDENS.
16. ALL CONCRETE SURFACES ONCE CURED, SHALL BE RUBBED TO PRODUCE A SMOOTH FINISH TO MATCH EXISTING SURFACES. WET CURING IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAYS AND BRIDGES SECTION 901.65, SUB-SECTION A-2 WILL BE REQUIRED.

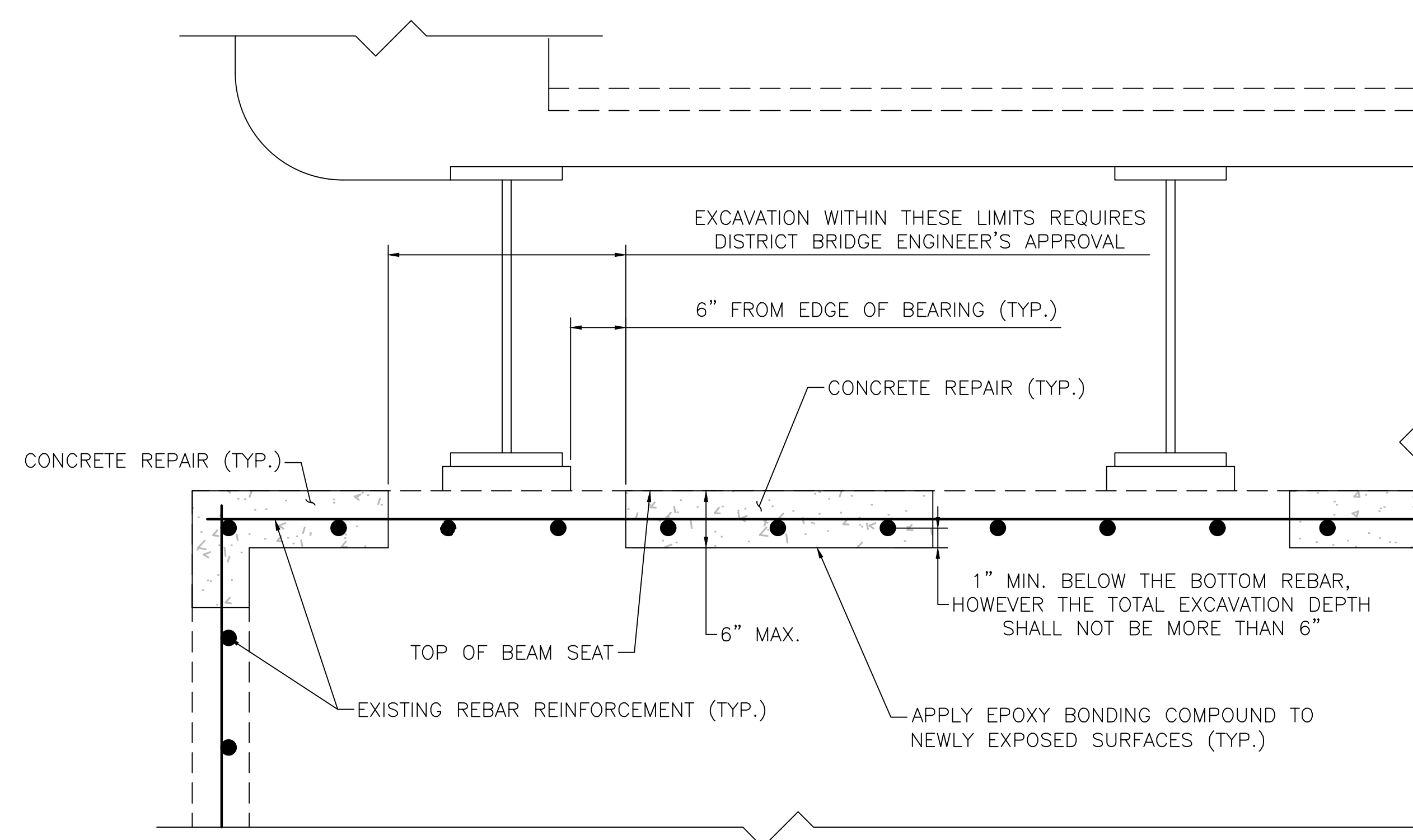
MONTAGUE
ELEVENTH STREET OVER UTILITY CANAL

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PROJECT FILE NO.		--	

CONCRETE REPAIR DETAILS



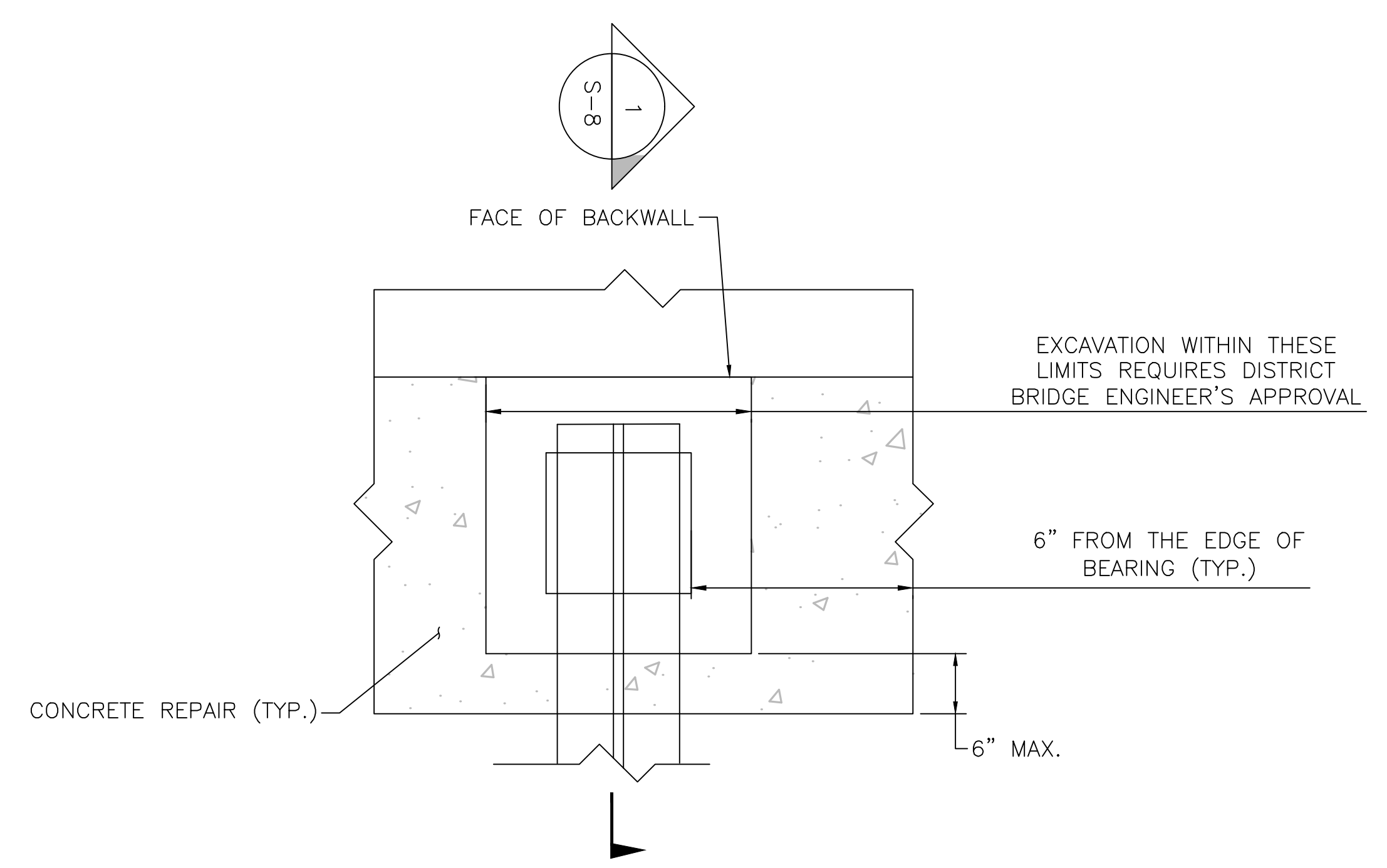
1
S-8 SECTION



ELEVATION

ABUTMENT DEEP PATCH REPAIR LIMITS

SCALE: N.T.S.



PLAN

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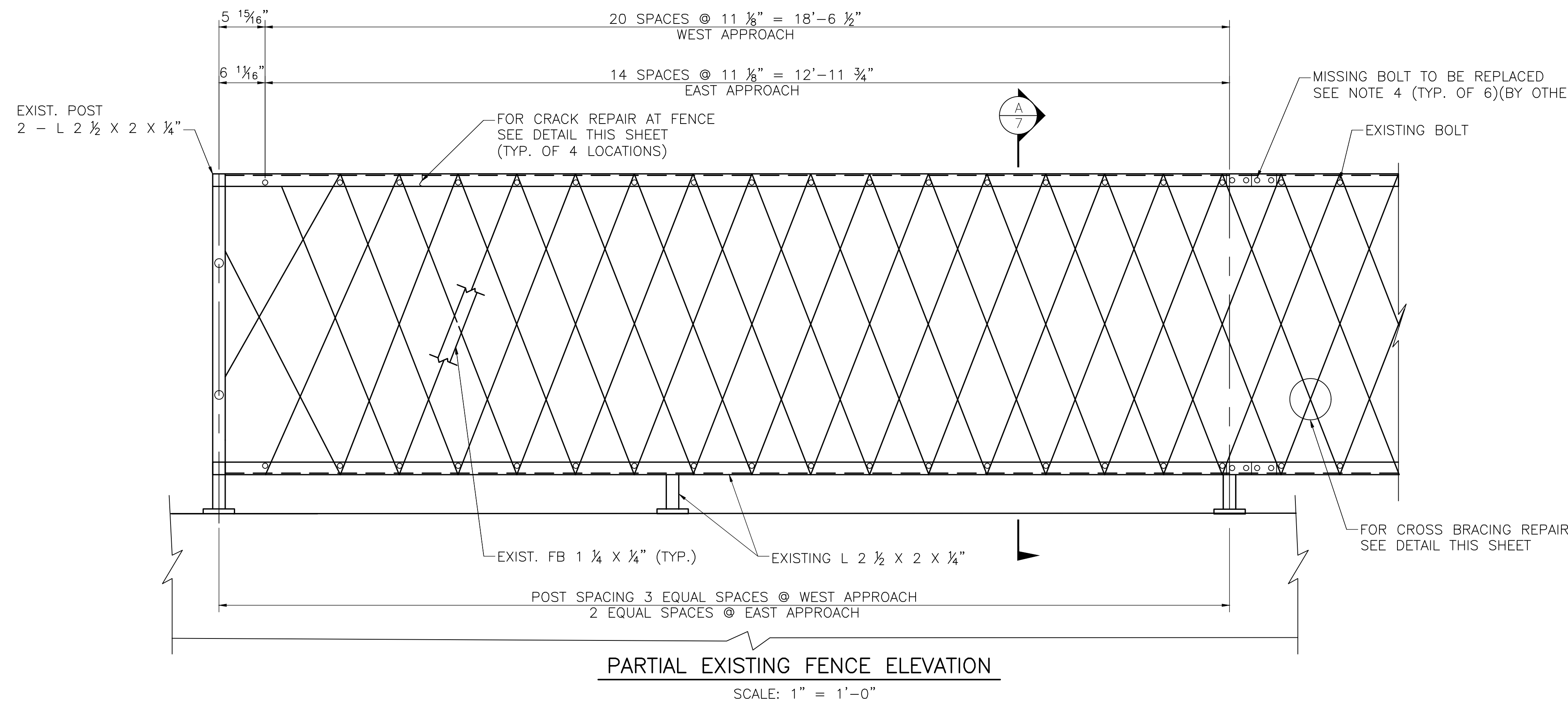
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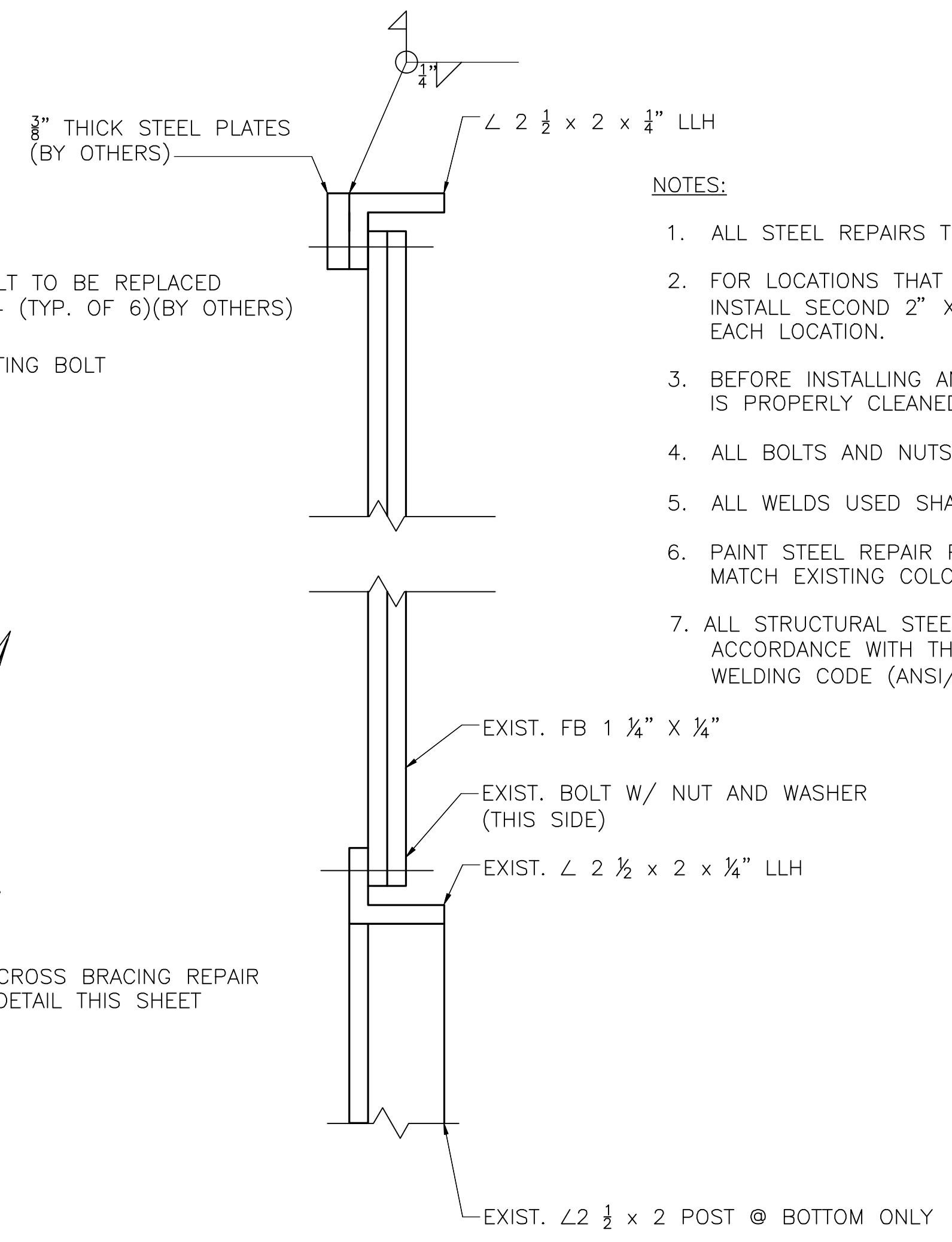
**PARTIAL EXISTING FENCE ELEVATION,
SECTION, AND REPAIR DETAILS**

NOTES:

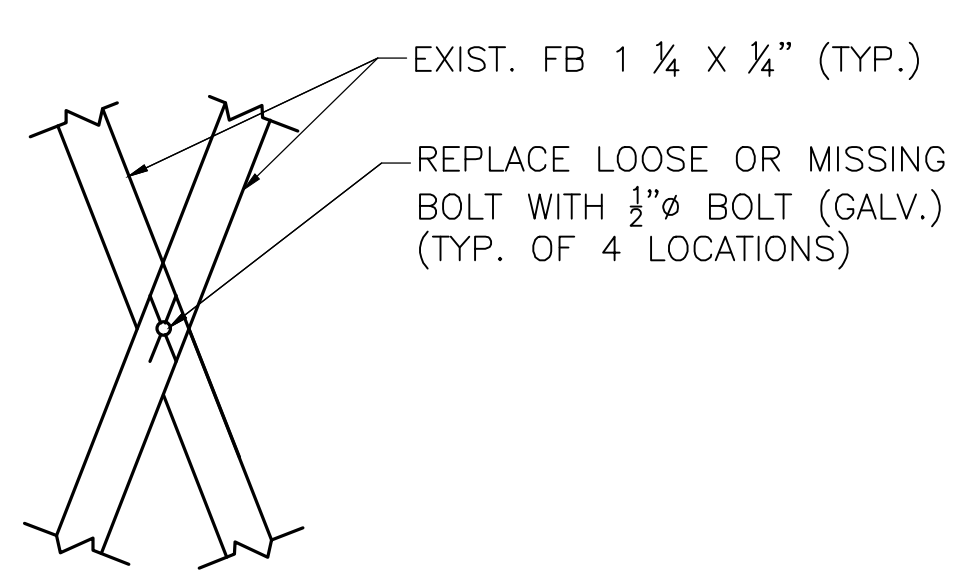
1. ALL STEEL REPAIRS TO BE A36 STEEL.
2. FOR LOCATIONS THAT CRACKS MITIGATE ONTO TOP EDGE OF ANGLE, INSTALL SECOND 2" X 3/8" PLATE OF SIMILAR DIMENSIONS TO STIFFEN AT EACH LOCATION.
3. BEFORE INSTALLING ANY REPAIRS, ENSURE THE CURRENT STEEL SURFACE IS PROPERLY CLEANED OF ANY RUST, OIL OR OTHER FOREIGN DEBRIS.
4. ALL BOLTS AND NUTS SHALL BE A325. (GALV)
5. ALL WELDS USED SHALL BE 1/4" ALL AROUND.
6. PAINT STEEL REPAIR PLATE, BOLTS AND SPOT PAINT REPAIR AREAS. MATCH EXISTING COLOR USING 3 COAT SYSTEM.
7. ALL STRUCTURAL STEEL AND MISCELLANEOUS STEEL SHALL BE WELDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AASHTO/ AWS BRIDGE WELDING CODE (ANSI/ AASHTO/ AWS D1.5)



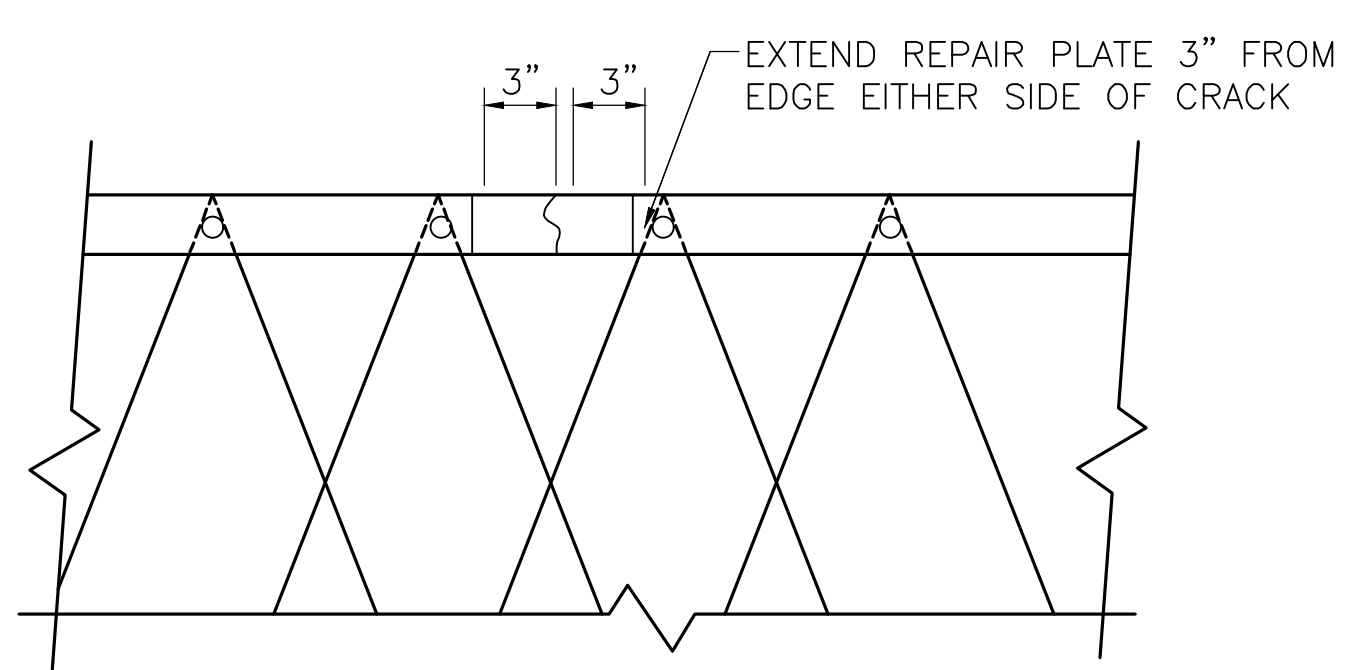
PARTIAL EXISTING FENCE ELEVATION
SCALE: 1" = 1'-0"



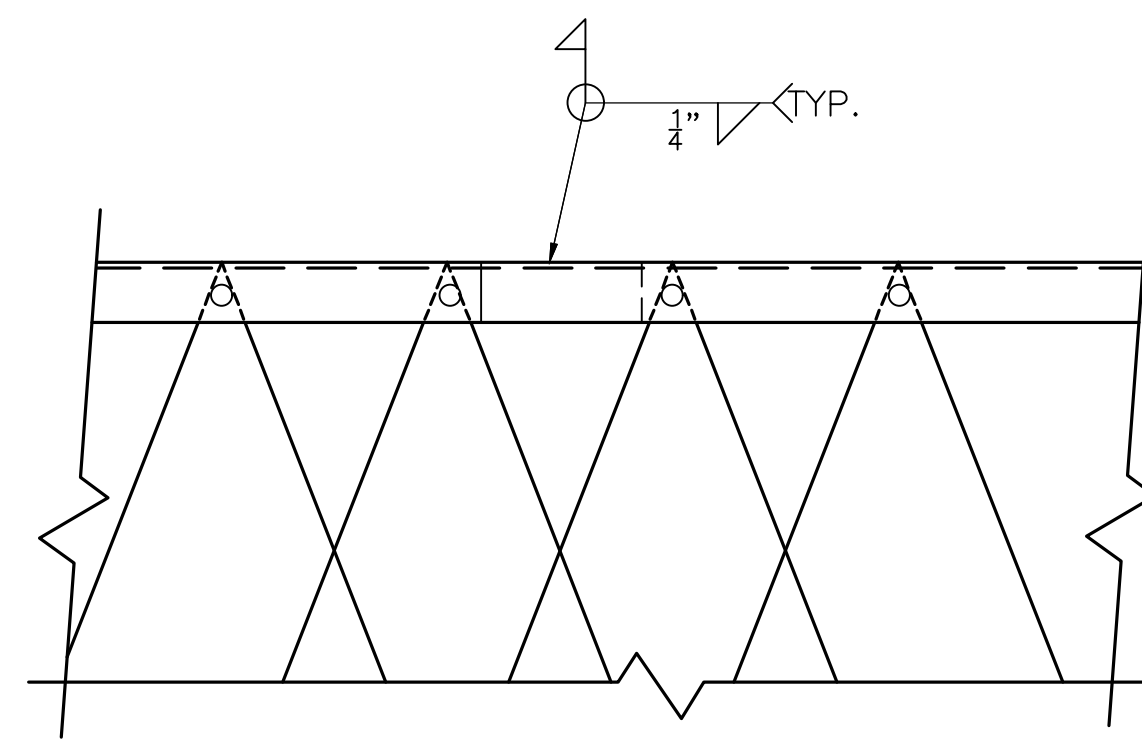
SECTION A
NOT TO SCALE



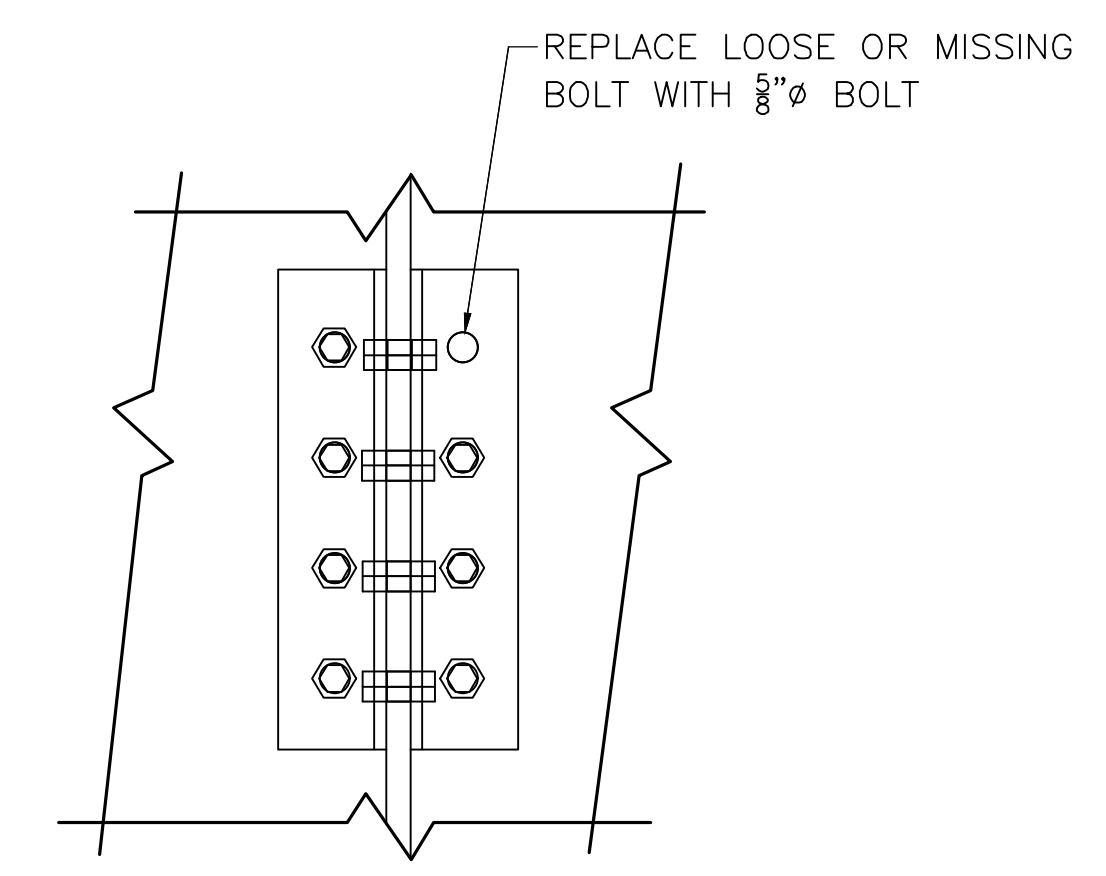
TYPICAL RAIL CROSS BRACE BOLT DETAIL (BY OTHERS)
SCALE: 1 1/2" = 1'-0"



EXISTING FENCE TOP RAIL CRACK DETAIL (BY OTHERS)
SCALE: 1 1/2" = 1'-0"



FENCE REPAIR DETAIL (BY OTHERS)
SCALE: 1 1/2" = 1'-0"



DIAPHRAGM BOLT REPLACEMENT DETAIL
SCALE: 1 1/2" = 1'-0"

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2007094_BRE(RAIL)_RECOVER.DWG
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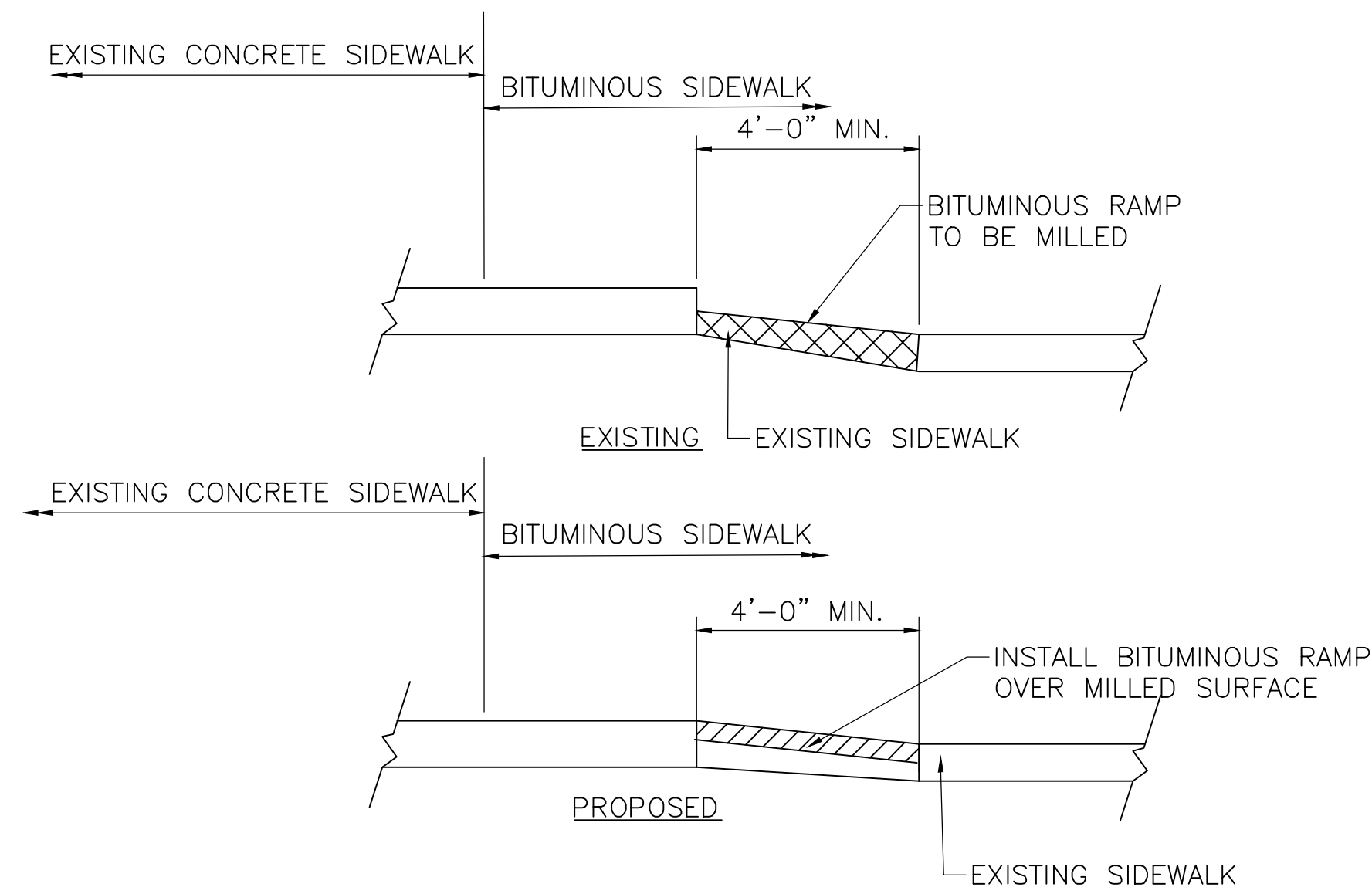
**MONTAGUE
ELEVENTH STREET OVER UTILITY CANAL**

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SIDEWALK REPAIR DETAILS

SEQUENCE OF CONSTRUCTION FOR SPALL REPAIRS:

1. REMOVE CONCRETE SURROUNDING SPALL TO SOUND CONCRETE.
2. CLEAN EXISTING REINFORCING STEEL, STRUCTURAL STEEL, AND CONCRETE (NEWLY EXPOSED). MISSING OR DETERIORATED REINFORCING STEEL SHALL BE REPLACED, AS DIRECTED BY THE ENGINEER.
3. APPLY EPOXY BONDING COMPOUND TO ALL EXISTING REINFORCING STEEL AND CONCRETE (NEWLY EXPOSED) IMMEDIATELY PRIOR TO PLACING CONCRETE.
4. FORM AND PATCH SURFACE.
5. A MINIMUM OF 72 HOURS SHALL ELAPSE BETWEEN PLACING OF CONCRETE AND START OF NEXT PATCH ON A MEMBER.



SIDEWALK REPAIR DETAIL (BY OTHERS)
SCALE: N.T.S.

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Appendix B

Special Provisions

SPECIAL PROVISIONS

MONTAGUE

**Eleventh Street over Utility Canal
Rehabilitation of Bridge No. M-28-017**

SCOPE OF WORK

All work under this Contract shall be done in conformance with the *2024 Standard Specifications for Highways and Bridges*, the *Supplemental Specifications* contained in this book, the *2017 Construction Standard Details*, the *Traffic Management Plans and Detail Drawings*, *MassDOT Work Zone Safety Temporary Traffic Control*, the *1990 Standard Drawings for Signs and Supports*; the 2015 Overhead Signal Structure and Foundation Standard Drawings, the *2009 Manual on Uniform Traffic Control Devices (MUTCD)* with Massachusetts Amendments; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; *The American Standard for Nursery Stock*; the Plans and these Special Provisions.

Bridge No. M-28-017 carries Eleventh Street over Utility Canal. The existing Eleventh Street bridge was originally constructed in 1915, rehabilitated in 1996 and 202.5-foot span steel thru truss on cast-in-place concrete gravity abutments. The concrete deck slab is supported on steel floor beams spanning to steel floor girders located at the lower panel point of the truss. The bridge has some currently severe deficient items at the bearings with a condition rating of 4. The railing systems observed with minor deficient as well and the pier have some observed minor concrete deficiencies as well but have a condition rating of 5. The bridge is currently not weight posted.

The intent of the project is to rehabilitate the bearing, the rail system, and some of the concrete deficient concrete areas at the Pier.

All work shall be performed within, and accessed by, existing State, City or Town roadway layouts. No rights to enter on, or occupy, private property have been acquired for this project.

SUBSECTION 7.05 INSURANCE REQUIREMENTS

B. Public Liability Insurance

The insurance requirements set forth in this subsection are in addition to the requirements of the Standard Specifications and supersede all other requirements.

The Town of Montague shall be named as additional insureds.

CONTRACTOR QUESTIONS AND ADDENDUM ACKNOWLEDGEMENTS

Prospective bidders are required to submit all questions to the Construction Contracts Engineer by 3:00 P.M. on the Tuesday of the previous week before the scheduled bid opening date. Any questions received after this time will not be considered for review by the Department.

Contractors should email questions and addendum acknowledgements to the following email address Assistant.TownAdmin@montague-ma.gov The Municipality project file number is to be placed in the subject line.

SECTION 6.00: CONTROL OF MATERIALS

Subsection 6.01: Source of Supply and Quality

Replace this subsection with the following:

The Engineer may approve material at the source of supply before delivery to the project.

The Town of Montague reserves the right to require approval of the source of supply for any material to be incorporated into the work prior to delivery or manufacture.

The Engineer reserves the right to prohibit the use of materials, products, or components which, in their opinion, may be supplied in a manner not reasonably consistent with contract requirements.

The determination of the Engineer shall be final upon all questions which pertain to supplier approval.

Fabricators of structural steel, miscellaneous steel and aluminum products, and producers of concrete must be on the Department's approved fabricators list on the date the bids are opened. Only approved fabricators will be allowed to perform work for the Town of Montague.

SECTION 6.00 (Continued)

The Contractor shall furnish all materials required for the work specified in the Contract. Said materials shall meet the requirements of the specifications for the kind of work involving their use. For any materials named or described in these specifications, an approved equivalent to that named or described in the said specifications, may be furnished.

Chapter 7, Section 22, Clause 17, of the General Laws, as amended, shall apply to the purchase by the Contractor of supplies and materials to be used in the execution of this Contract.

The rules referred to require a preference in the purchase of supplies and materials, other considerations being equal, in favor first, of supplies and materials manufactured and sold within the Commonwealth, and second, of supplies and materials manufactured and sold within the United States.

All iron and steel products, manufactured products, and construction materials shall comply with all Federal Buy America and Federal Build America Buy America (BABA) requirements, where applicable.

In Contracts requiring structural steel, concrete, the Contractor shall furnish approved shop drawings, and fabrication procedures to the Department's inspector at the supply source or fabrication site. Materials for permanent construction shall be new, shall conform to the requirements of these specifications, and shall be approved by the Engineer.

Materials for temporary structures or supports adjacent to traveled ways, the failure of which would compromise the safety of the public or the traveled ways, need not be new but the Contractor shall be required to submit certification by a Structural Professional Engineer that the material meets the requirements for the intended use and shall be approved by the Engineer. Any fabrication shall conform to the requirements of these specifications. These requirements shall not apply to gantry systems and supports as well as other mechanized systems.

If testing finds that an approved supplier does not furnish a uniform product, or if the product from such source proves unacceptable at any time, the Contractor shall, at their own expense, take any and all steps necessary to furnish approved materials.

The Contractor shall submit to the Town of Montague for approval a notarized Certificate of Compliance (COC) from the Manufacturer or Supplier for each kind of manufactured or fabricated material furnished.

SECTION 6.00 (Continued)

The COC shall certify compliance with the specifications and shall contain the following information:

1. Contract Number, City or Town, Name of Road and Federal Aid Number;
2. Name of the Contractor to which the material is supplied;
3. Kind of material supplied;
4. Quantity of material represented by the certificate;
5. Means of definitively identifying the consignment, such as invoice number, lot number, bill of lading number, label, marking, etc.;
6. Date and method of shipment;
7. Statement indicating that the material has been tested and found in conformity with the pertinent parts of the Contract;
8. Statement indicating that the material meets the requirements of Buy America and BABA, where applicable;
9. Results of all required tests including the chemical analysis in the case of metal: or in lieu of furnishing the results a statement that results of all required tests pertinent to the certificate and not submitted shall be maintained available by the undersigned for a period of not less than three years from date of final acceptance or not less than three years from date of final payment (whichever period is the longest shall apply).
10. Signature of a person having legal authority to bind the supplier.

These COCs shall be delivered to the contract site at the same time that the materials are delivered and before such materials are incorporated into the work. The Contractor shall attach to the COC a document listing the contract bid item number(s), sub item(s), or lump sum breakdown item number(s), as applicable, under which the material will be compensated. Payment for the item in which the materials are incorporated may be withheld until these COCs are received in a form that meets the contract requirements.

If the Contractor has new materials purchased for use on a previous Contract which have never been used and which comply with the specifications, these materials may be furnished and used. The Contractor shall submit their own sworn statement certifying that such materials were purchased for use on a previous Contract (naming and identifying such Contract) and shall attach the original COC.

Any cost involved in furnishing the certificate shall be borne by the Contractor.

SECTION 6.00 (Continued)

Subsection 6.03: Delivery and Storage of Materials

Replace this Subsection with the following:

Materials and equipment shall be progressively delivered to or removed from the site so that there will be neither delay in the progress of the work nor an accumulation of materials that are not to be used or removed within a reasonable time. All materials shall be stored in pre-approved locations per the conditions of the property owner.

Delivered materials and materials originating from the site, shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection.

Approved portions of the Town's Layout (TLO) may be used for storage of project materials and for the placing of the Contractor's plant and equipment upon obtaining a state highway access permit. All storage sites shall be restored to their original condition by the Contractor. No additional compensation shall be given for the design, construction, preparation, or restoration of the storage site(s) or obtaining the access permit which may include but is not limited to a Traffic Management Plan (TMP), utilities, and lighting.

The application for a permit shall contain a locus map identifying the proposed location, a description of the specific activities and uses of the staging area, a TMP in accordance with Subsection 7.10 depicting minimum setbacks from the roadway and any existing structures for stored materials and equipment and how equipment will safely access and exit the staging area.

Any additional space required must be provided by the Contractor at their expense. Municipal, private, or other state-owned property shall not be used for storage purposes without written permission of the owner or lessee, and copies of such written permission shall be furnished to the Engineer.

SECTION 7.00: LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Subsection 7.03: Permits and Licenses

(page I.47) Replace Subsection 7.03 in its entirety with the following:

The Contractor shall procure all required permits and licenses, pay all charges, fees and taxes and shall give all notices necessary and incidental to the due and lawful prosecution of the work. The cost thereof shall be included in the prices bid for the various items listed in the Proposal. Copies of all required permits and licenses shall be filed with the Engineer prior to the beginning of work.

COVID 19 GUIDELINES AND PROCEDURES

Per Subsection 5.09 – Inspection of the Work - the Contractor is required to provide assistance to the Engineer to make a complete and detailed inspection of the work. That assistance includes furnishing equipment to perform the inspection, therefore the Contractor will be required to provide CDC compliant Personal Protective Equipment (PPE) to the Town of Montague personnel field staff. The CDC compliant PPE shall consist of face masks, gloves and eye protection.

All costs associated with compliance with this provision are considered to be incidental to the contract cost and therefore the Contractor will not be entitled to any additional compensation.

PUBLIC SAFETY AND CONVENIENCE

(Supplementing Subsection 7.09)

The majority of the work activities on this project are expected to be done during daytime hours utilizing a standard schedule for work during a 5-day work week, with the Prime Contractor and all Subcontractors working on the same shift. Certain activities may be completed utilizing off-peak lane closures and shall be completed within the work schedule hours shown in the contract documents.

Unless otherwise noted in the contract documents or as approved by Town of Montague, work hours other than construction activities during the full road closures shall be restricted to the following:

Weekdays

Monday through Friday 8-hour days for all work performed at sidewalk areas behind cones areas within the established work zones identified in the Contract Drawings. No work is permitted during the day unless work is behind traffic coned areas within an established work zone identified in the Contract Documents or approved in writing by the Engineer.

Work that is performed outside of the established work zones may be performed between the hours of 8:00 A.M. and 5:00 P.M. during weekdays upon written approval from the Engineer and Town of Montague, including milling and paving operations. Milling and paving operations shall be performed between the hours of 8:00 A.M. and 5:00 P.M. during weekdays upon written approval from the Engineer and Town of Montague.

The Contractor shall submit a proposed work zone protection plan for workers and traffic and may only commence work upon written approval of this protection plan from the Town of Montague.

The Contractor cannot work at any other times unless written approval from the Engineer is obtained. All lane closures, sidewalk closures, and detours are subject to the approval of the Town of Montague. It should be noted that nighttime lane closures may only be approved for certain

days of the week and may not be approved for all 7 days in a given week. The Contractor may request the Engineer's written approval to work additional shifts.

HOLIDAY WORK RESTRICTIONS

(Supplementing Subsection 7.09)

The Town of Montague may authorize work to continue during these specified time periods if it is determined by the District that the work will not negatively impact the traveling public. Town of Montague may allow work in those areas on a case by case basis and where work is behind barrier and will not impact traffic.

Below are the holiday work restrictions:

New Years Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No work on local roadways on the holiday without permission by the Town of Montague and the local police chief.

Martin Luther King's Birthday (Federal Holiday)

No work restrictions due to traffic concerns, however work on local roadways requires permission by the Town of Montague and local police chief.

President's Day (Federal Holiday)

No work restrictions due to traffic concerns, however work on local roadways requires permission by the Town of Montague and local police chief.

Evacuation Day (Suffolk County State Holiday)

No work restrictions due to traffic concerns.

Patriot's Day (State Holiday)

No work restrictions due to traffic concerns, however work on local roadways requires permission by the Town of Montague and local police chief.

Mother's Day

No work on Eleventh Street Bridge from 5:00 AM on the Friday before, until the normal start of business on the following day.

Memorial Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the Friday before, until the normal start of business on the following day.

Bunker Hill Day (Suffolk County State Holiday)

No work restrictions due to traffic concerns.

Juneteenth

No work restrictions due to traffic concerns, however work on local roadways requires permission by the Town of Montague and local police chief.

HOLIDAY WORK RESTRICTIONS (Continued)

Independence Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No work on local roadways on the holiday without permission by the Town of Montague and the local police chief.

Labor Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the Friday before, until the normal start of business on the following day.

Columbus Day (Federal Holiday)

No work on major arterials from 5:00 AM on the Friday before, until the normal start of business on the following day

Veterans' Day (Federal Holiday)

No work restrictions due to traffic concerns.

Thanksgiving Day (Federal Holiday)

No work on major arterials from 5:00 AM two days before until the normal start of business on the following Monday.

Christmas Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day.

SUBSECTION 8.02 SCHEDULE OF OPERATIONS

Replace this subsection with the following:

An integrated cost and schedule controls program shall be implemented by the Contractor to track and document the progress of the Work from Notice to Proceed (NTP) through the Contractor Field Completion (CFC) Milestone. The Contractor's schedules will be used by the Engineer to monitor project progress, plan the level-of-effort required by the Department's work force and consultants and as a critical decision-making tool. Accordingly, the Contractor shall ensure that it complies fully with the requirements specified herein and that its schedules are both accurate and updated as required by the specification throughout the life of the project. Detailed requirements are provided in Division II, Section 722 Construction Scheduling.

BUILD AMERICA BUY AMERICA PREFERENCE

On Federally-aid projects the Buy America (23.CFR § 635.410) and Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-52). requires the following,

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States. Foreign steel and iron can be used if the cost of the materials does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater. The action of applying a coating to a covered material (i.e., steel and iron) is deemed a manufacturing process subject to Buy America. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to requirements of Build America, Buy America. Steel used for temporary support of excavation, including H piles, soldier piles, and sheeting when the steel is required to be left in place is subject to requirements of Build America, Buy America. Temporary steel shall remain in place when it falls within the influence zone of the soil supporting any structure or railroad tracks.

- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:
 - non-ferrous metals,
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
 - glass (including optic glass),
 - lumber; or
 - drywall.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable

computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

NOTE: The requirements for manufactured products indicated in paragraph (2) above are not in effect for this contract.

NOTICE TO OWNERS OF UTILITIES

The bridge and highway plans indicate the location of the existing known utilities in the vicinity of the work. As the accuracy and completeness of the plans are not guaranteed in any manner, it is the Contractor's responsibility to make his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc., will occur.

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of his/her intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations and the Contractor shall at that time file a copy of such notice with the Engineer.

A list of public and private utilities can be found on the MassDOT website at: <https://www.mass.gov/info-details/utility-contacts-by-district-and-municipality>
Select District 2 on the webpage,
Select the City/Town, and then locate the utility.

NOTICE TO OWNERS OF UTILITIES (Continued)

The utility contact list is for guidance only and is not guaranteed to be complete or up to date. Town officials are shown at website <https://www.mass.gov/lists/massachusetts-cities-and-towns> and select the required City/Town website.

State Police are shown at website <https://www.mass.gov/orgs/massachusetts-state-police/locations>. Select the area of jurisdiction to find the local station.

The Contractor shall be responsible for informing the following officials in each area that he is assigned to work in:

Montague Department of Public Works: Samuel Urkiel, Superintendent, 413-863-2054

Montague Clean Water Facility: Chelsey Little, Superintendent, 413-773-8865

Montague Sewer Commission: Wendy M. Bogusz, Executive Assistant, 431-863-3200.

Montague Police Department: Christopher Williams, Chief of Police, 413-863-8911

Turners Falls Fire Department: Todd Brunelle, Fire Chief, 413-863-9023

Electric Company- Eversource Electric West: Nicholas Langone, 413-787-9022

POLICE DEPARTMENT:

Non-Emergency: 413-863-8911

FIRE DEPARTMENT:

Dispatch Center: 413-625-8200

Station: 413-367-2757

GENERAL REQUIREMENTS FOR DEMOLITION AND WORK INVOLVING PAINTED STEEL

Demolition and work involving painted steel shall conform to the requirements of Subsection 961 of the Standard Specifications.

Work Involving Painted Steel.

Hazardous materials shall be removed in the immediate area of any intended welding, heating, saw cutting or burning of steel. Hazardous material removal is required to allow the demolition of structural steel, railings, drainage systems, utility supports, steel lamp posts, etc.

The contractor shall assume that the coatings on the steel contain lead (Pb), unless otherwise determined by testing. The contractor shall certify in writing to the Engineer the results of all testing and shall also certify that any lead (Pb) coated steel removed from the project was not reused or buried, but was sent to a scrap metal recycling facility.

Implement and maintain programs and procedures, which comply with the requirements of this specification and all applicable standards and regulations. Comply with all applicable regulations even if the regulation is not specifically referenced herein. If a state or local regulation is more restrictive than the regulation of this specification, follow the more restrictive requirements.

This requirement is intended only for the demolition and preparation prior to repair and does not include provisions for recoating of steel.

Environmental

All applicable portions of Subsections 961.65 “Worker Protection” and 961.66 “Environmental Protection and Monitoring” shall be followed when performing this work.

During chemical stripping a hand washing facility may be used in lieu of a decontamination/changing facility.

Hazardous material shall be collected during the disassembly and disposed of as outlined in Subsection 961.68 “Handling of Hazardous Waste and Reporting Release Programs”.

The applicable submittals shall be according to Subsection 961.69 “Submittals”.

Cleaning/Removal

Cutting Or Burning Of Steel

All surfaces to be welded, heated, saw cut or burned shall be cleaned so as to remove all contaminants and/or hazardous materials, which could be discharged to the environment as a function of the subsequent operations.

Lead paint shall be removed in its entirety in an area prescribed by a 6 inch (15 cm) minimum offset from the required work. The paint removal operation may be dry abrasive blasting, wet abrasive blasting or chemical stripping.

Proper level of containment shall be used when performing this work in accordance with Subsection 961.67 "Containment". Full containment is not required during chemical stripping operation however; the Contractor shall install proper shielding and/or tarpaulins under the chemical stripping operations in order to catch all debris generated during this procedure. A cleaned area must be inspected and approved before the demolition operations are started.

During cleaning operations the Contractor shall be required to furnish and erect temporary floodlights illuminating the steel surface at a minimum of 30-foot candles. This lighting shall be used in areas where there is insufficient lighting for proper cleaning operations and inspection. The Contractor shall supply electrical power.

The Contractor shall provide support for interim and final inspection of the bridge during cleaning operations. This support shall include the necessary traffic controls and safe access to the work.

Mechanical Disassembly Of Steel

All surfaces to be mechanically disassembled by shear cutting or removing bolts or rivets shall not require deleading. When shear cutting or removing bolts or rivets, the Contractor shall not use any method that will cause dust and/or particles to be emitted and/or dispersed into the environment to an extent that would expose the workers above the Action Levels of $30\mu\text{g}/\text{m}^3$.

For purposes of limiting the lead (Pb) dust, the Contractor will be required to dampen the lead paint work areas.

The contractor shall install a proper shielding and/or tarpaulins under all lead-paint-coated surfaces to be shear cut or bolts or rivets ordered removed in order to catch any loose lead paint chips, dust or particles.

ENVIRONMENTAL PERMITTING

The proposed work does not occur in jurisdictional wetland resources subject to section 401 or section 404 of the Clean Water Act; therefore, the project does not require a Water Quality Certification from the Massachusetts Department of Environmental Protection or authorization from the US Army Corps of Engineers. The proposed work qualifies for the bridge exemption authorized in the Transportation Bond Bill and is therefore not subject to the Massachusetts Wetlands Protection Act, the Massachusetts Public Waterfront Act (Chapter 91), or the Massachusetts Environmental Policy Act.

If field conditions and/or Contractor-proposed erection, demolition, staging, or other procedures (i.e. fill under ordinary high water including but not limited to concrete blocks, sandbags, and placement of cofferdams) require work to occur in or otherwise impact water or wetland resource areas, the Contractor is advised that no associated work can occur until all required environmental permits have been obtained allowing such work. The Contractor must notify the Town Highway Director and Resident Engineer in writing at least 60 days prior to desire commencement of the proposed activity. All environmental submittals, including any Contract with Local, State, or Federal environmental agencies, must be coordinated with the District 2 Environmental Engineer. The Contractor is expected to fully cooperate with requests for information and provide same in a timely manner. The Contractor is further advised that the Department will not entertain a delay claim due to the time required to obtain the environmental permits.

ITEM 107.97

STRUCTURAL STEEL REPAIRS

LBS

Included in this section is the materials, labor and equipment to install bearing plates, handrail repair plates, and high strength bolts to repair the existing steel bearings at beams and existing handrail system at the walkways..

Structural steel shall conform to ASTM A36 and shall meet the requirements of MassDOT Specification – Division III Subsection M8.05.0. All structural steel shall be hot-dipped galvanized shall meet the requirements of MassDOT Specification – Division III Subsection M7.10.0. High strength bolts (ASTM A325) shall meet the requirements of MassDOT Specification – Division III Subsection M8.04.3 and shall be galvanized.

The contractor shall field verify existing conditions and dimensions prior to fabricating plates. The Contractor has the option to field fabricate the structural steel for the repairs or have the structural steel fabricated in a shop after field verifying all existing dimensions. Thermal cutting of structural steel in the field will not be allowed.

All galvanized structural steel that is cut in the field shall have the cut areas, including field drilled holes, touch up painted with a cold applied galvanizing paint.

Steel shall be cleaned to meet the requirements of SSPC SP-3 Power Tool Cleaning. Localized spot lead-based paint abatement shall be included in the unit price and be performed per MassDOT Supplemental Specification Section 961 with the following modifications:

Subsection 961.20 General

Delete the fifth paragraph from this Subsection and REPLACE with the following:

“Prequalification by MassDOT in the Painting (Structural) category is not required for Contractors and Subcontractors. All Contractors and Subcontractors performing lead-based paint removal, containment and collection, surface preparation, and coating of structural steel must perform the work in accordance with these specifications.”

An epoxy based metal filler shall be applied to the faying surfaces to ensure full contact between the angel stiffener, the filler plates, and the existing steel beam. Pairs of stiffener angles and filler plates shall be bolted through the existing beam web. Bolts shall be fully tensioned and shall meet the requirements of “Connections Using High Strength Bolts” in MassDOT Supplemental Specification Section 960, Subsection 960.60.

The Contractor shall submit as-built drawings to the Engineer upon completion of the structural steel repairs. The as-built drawings shall document the locations of all steel repairs and shall include the locations of all bolts. The Contractor shall also submit material certification and mill test reports for all structural steel and high strength bolts used for the repairs.

Basis of Payment

Payment shall be paid at the contract price per pound of repair. This price shall include full compensation for all labor, equipment and materials to complete the surface preparation, lead paint abatement, and the furnishing and installation of steel plates and filler plates at each beam or handrail repair.

ITEM 107.99

JACKING FOR BEARING REPAIRS

EACH

DESCRIPTION

Work under this item shall consist of designing, furnishing, installing, operating, maintaining and removing temporary jacking systems (false-work bents, towers, or devices) that can raise the existing superstructure members the minimum amount necessary to relieve load from the substructure components necessary to replace existing bearings, repair undermined bearing seats, reset existing bearing pads and to permit the work and substructure work components as shown on the plans, in accordance with these specifications, and as directed by the Engineer. The installation and removal, if required by the Engineer, of jacking stiffeners on the existing girders and supplemental members shall also be included as necessary.

Work under this item shall also include any earthwork and temporary support of excavation necessary to facilitate the construction of the temporary jacking system assemblies as designed by the Contractor.

MATERIAL

Steel, timber or any other material or combination of materials may be used for the temporary jacking and supporting of the girders and temporary support of excavation if required.

The materials used shall be of satisfactory quality, and capable of safely carrying the anticipated loads. All materials shall be approved by the Engineer before use.

The materials for the jacking stiffeners on the existing girders shall conform to the requirements of AASHTO M270 (ASTM A709), Grade 50.

CONSTRUCTION METHODS

The jacking of the existing beams shall be performed such that the beams are jacked the minimum amount necessary to relieve load from the substructure components and to permit the work and substructure components. Prior to construction, the Contractor shall submit working drawings, design computations and catalog cuts for review. The design shall conform to the AASHTO LRFD Bridge Design Specifications, latest edition and interims, and the AASHTO Guide Design Specifications for Bridge Temporary Works.

The design computations shall include, but not be limited to, the following:

1. Material designations and material lists.
2. Allowable loads or capacities for all structural members and components. Appropriate reductions in allowable stresses and loads shall be used in design when other than new or undamaged materials are used in the construction of the temporary jacking system.
3. Soil or pavement bearing capacities, if applicable.
4. Anticipated lifting loads.

5. Anticipated design loads and stresses on structural members and components.
6. References for all design equations.

The working drawings shall include, but not be limited to, the following:

1. General Notes.
2. Model number and capacity for each jack. The rated capacity shall be at least 1.5 times the anticipated lifting load and each jack shall have its rated capacity clearly shown on the attached manufacturer's name plate. The jacks shall be hydraulically operated.
3. Schematic diagram showing the jack hoses, pumps and gages and any other jacking equipment. Pressure gages or other load measuring devices shall be used to monitor the applied lifting pressure. The jacks shall be joined to operate collectively.
4. Maximum anticipated lifting load for each jacking point location.
5. Anticipated lift at each jacking point location
6. Conversion table listing hydraulic pressures and their equivalent lifting forces.
7. Jacking procedures outlining the complete sequence of operations to be followed when jacking, supporting, and lowering the beam-ends.
8. A plan showing the layout of the jacking point locations and the details of the bracing and supporting members. All connections shall be detailed. Jacks shall be set level.
9. The details of jacking stiffeners on the existing girders include location, size and size of weld.
10. Details of proposed modifications to the existing structure and the methods of restoration, including modifications and restoration due to temporary scaffolding (if necessary) configurations. All modifications to the bridge shall be removed unless otherwise permitted by the Engineer to remain. Welds are to be removed by grinding or "arc" gouging without damaging the base metal that is to remain. No holes shall be drilled into or concrete removed from the superstructure.
11. A plan showing proposed locations of temporary scaffolding for jacking location access, including minimum height over road, where applicable, and minimum horizontal clearance from roadway gutterline. Metal beam rail systems or concrete barrier shall also be located relative to the roadway gutterline.

Any temporary earth retaining systems, if necessary, shall be safely designed and shall be carried to adequate depths and braced as necessary for proper performance of the work.

The working drawings and design calculations shall be sealed by a Professional Engineer licensed in the State of Massachusetts, who shall also be available for consultation interpreting his drawings and calculations, and in the resolution of any problem that may occur during the performance of the work. Each working drawing must be sealed.

The furnishing of calculations and working drawings shall not serve to relieve the Contractor of any responsibility for the safety of the work or the successful completion of the work.

The catalog cuts shall contain the specifications for the jacks.

The Contractor shall field verify all working drawing dimensions before fabricating any materials. The jacking system and pier cap support system shall be installed as detailed on the working drawings. The jacking system and pier cap support system, once installed, shall not prohibit the Contractor from performing any work required by the contract plans. The Engineer may require that any lifting equipment which the Engineer deems to be inadequate or faulty be removed from the project site. If part of the jacking system or pier cap support system (false-work bents, etc.) is placed adjacent to vehicular traffic; the Contractor shall take adequate precautions to protect the system. Temporary barriers shall be placed around the system as directed by the Engineer, and in accordance with the plans.

Jacking against existing cross frames or diaphragms or proposed modifications to cross frames or diaphragms, for jacking purposes, will not be allowed without the approval of the Engineer. A structural analysis of the cross frame or diaphragm capacity or the design of any proposed modifications to cross frames or diaphragms, stamped by a Professional Engineer licensed in the State of Connecticut, is required for approval.

Jacking against the concrete deck or any portion thereof shall not be permitted.

One week before jacking the superstructure member's the Engineer shall notify the Office of Oversize / Over Weight Permits at (857) 368-3690 and inform the office when the superstructure members will be jacked and the duration of jacking operations.

Jacking will be performed with no live load on the bridge structure until the jacking height is completed. The jacks shall be lockoff and/or temporary dunnage material shall be place near the jack location to adequately support 1.5 times Dead Load and Live loads.

The beam ends shall be jacked uniformly and simultaneously through the use of a manifold system to the minimum amount necessary to complete the work detailed on the contract plans. Jacking shall not exceed ¼ -inch. The differential lift between adjacent beams shall not exceed 1/8-inch at any time during the jacking or lowering of the beams.

The applied lifting force at each jacking point location shall not exceed the maximum anticipated lifting load without approval by the Engineer. The Contractor shall carefully inspect and maintain the jacking system during its use. After load is released from the pier caps, load shall be transferred from jacks to blocking installed under the beam ends to support the superstructure while work is performed on substructure components.

After substructure and repair work has been completed and accepted, the beam-ends shall be lowered uniformly and simultaneously through the use of a manifold, until all loads are carried by the bearings and substructure.

When the jacking systems are no longer required, the Contractor shall promptly remove and dispose of the equipment and materials. The area shall be restored to its original grading and condition, and to the satisfaction of the Engineer.

Unless otherwise ordered by the Engineer, all parts of any temporary earth retaining systems shall be removed upon completion of the work for which it was provided. The excavation shall be backfilled and properly compacted, prior to removal of the system unless otherwise permitted by the Engineer.

The Contractor shall be responsible for any damage caused to any part of the structure, utilities, pavement below, or vehicular traffic as a result of the work required by this special provision. He shall repair and/or replace any such damage at no cost to the State, and to the satisfaction of the Engineer.

COMPENSATION

Method of Measurement: This work will be measured for payment by the number of bearings replaced using jacking. Each bearing shall only be counted once.

Any earthwork, as well as any temporary support of excavation, that may be necessary to facilitate the construction, maintenance, and removal of the temporary jacking assemblies shall not be measured for payment.

Basis of Payment: This work shall be paid for at the contract unit price for each "Jacking for Bearing Repair", complete and accepted, which price shall include designing, furnishing, installing, operating, maintaining and removing temporary jacking systems, designing, furnishing and installing additional the jacking stiffeners as required for the Contractor's proposed jacking system and all materials, tools, equipment, and labor incidental thereto.

Any earthwork and temporary support of excavation necessary to facilitate the construction, maintenance, and removal of the temporary jacking system assemblies, including excavation backfill, design, construction and removal of temporary support of excavation, as designed by the Contractor, shall be included in the overall contract unit price for this item.

ITEM 127.1

REINFORCED CONCRETE EXCAVATION

CUBIC YARD

The work under this Item shall conform to the relevant provisions of Sections 112 and 120 of the Standard Specifications and the following:

DESCRIPTION

The work shall include furnishing all material, labor, equipment, and tools necessary to perform the removal of loose/unsound concrete and satisfactory disposal of the existing concrete at the existing abutment faces for repair depths greater than two inches identified during repair operations identified for work performed under Pay Item 909.2 Cementitious Mortar for patching, identified on the Contract Drawings, and/or found by field investigation.

CONSTRUCTION METHODS

During the prosecution of this work, the Engineer may reject the use of any method or equipment that causes undue vibration or possible damage to the remaining structure or any part thereof. The noise and dust created by demolition operations must be reduced to the maximum extent possible. Blasting and saw cutting will not be allowed without written permission from MassDOT.

The removal of deteriorated concrete shall be accomplished by pneumatic or power hammers approved by the Engineer. For concrete removal, the weight of pneumatic or power hammers shall not exceed 30 pounds. Fillets at inside corners of intersecting limit lines shall be carefully removed.

The Contractor shall not damage any existing reinforcing steel in areas where deteriorated or spalled concrete is being removed. If existing reinforcing steel is damaged or deteriorated, it shall be supplemented with new reinforcing steel of the same size. Pneumatic tools shall not be placed in direct contact with reinforcing steel. Any sound reinforcing steel damaged during the concrete removal operations shall be repaired or replaced by the Contractor at his expense as directed by the Engineer. New steel shall be attached beside existing steel with a minimum splice length as indicated on the Contract Drawings or as directed by the Engineer.

All materials removed in this demolition operation shall become the property of the Contractor and shall be properly disposed of away from the jobsite in accordance with the Standard Specifications.

The Contractor shall take care not to damage any portion of the existing structure to remain. Any damage caused by the Contractors operations shall be repaired as directed by the Engineer at the Contractor's expense.

The Contractor will not be paid for the removal of any concrete beyond the limits described under this Item and approved by the Engineer.

COMPENSATION

Method of Measurement

Item 127.1 will be measured for payment by the Cubic Yard of actual reinforced concrete volume removed, properly disposed, and accepted by the Engineer.

Basis of Payment

Item 127.1 will be paid for at the Contract unit price per Cubic Yard, which price shall include all labor, materials, tools, equipment, staging, access, removals, storage, the cost of all field measurements and survey required, and incidental costs required to complete the work.

ITEM 180.01 ENVIRONMENTAL HEALTH AND SAFETY PROGRAM LUMP SUM

DESCRIPTION

The work under this item shall consist of ensuring the health and safety of the Contractor's employees and subcontracting personnel, the Engineer, their representatives, the environment, and public welfare from any on-site chemical contamination present in air, soil, water and sediment.

The Contractor shall prepare and implement a site-specific Environmental Health and Safety Plan (EHASP) which has been approved and stamped by a Certified Industrial Hygienist (CIH) and includes the preparer's name and work experience. The EHASP shall include appropriate components required by OSHA Standard 29 CFR 1910.120(b) and the Massachusetts Contingency plan (MCP) 310 CMR 40.0018 and must comply with all applicable state and federal laws, regulations, standards and guidelines, and provide a degree of protection and training appropriate for implementation on the project. The EHASP shall be a dynamic document with provision for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The EHASP shall be developed and implemented independently from the standard construction HASP required to work on all MassDOT construction projects.

Health and safety procedures provided by the Contractor shall comply with all the appropriate regulations that address employee working conditions, including but not limited to standards established by OSHA and National Institute for Occupational Safety and Health (NIOSH). Equipment used for the purpose of health and safety shall be approved by and meet pertinent standards and specifications of the appropriate regulatory agencies.

A copy of the most up-to-date version of the EHASP shall be maintained on-site at all times by the Contractor. The on-site copy shall contain the signature of the Engineer and each on-site employee of the MassDOT, Contractor, and Subcontractors involved with on-site activities. The employee's signature on the EHASP shall be deemed prima facie evidence that the employee has read and understands the plan. Updated copies of signature sheets shall be submitted to the Engineer.

The EHASP shall specify a Contractor Site Safety and Health Officer responsible for implementation of the EHASP and to oversee all construction activities, including handling, storage, sampling and transport, which require contact with or exposure to potentially hazardous materials.

The level of protection, required to ensure the health and safety of on-site personnel will be stipulated in the EHASP. The Site Safety and Health Officer shall implement the EHASP based on changing site and weather conditions, type of operation or activity, chemical compounds identified on-site, concentration of the chemicals, air monitoring data, physical state of the hazardous materials, potential duration of exposure to hazardous materials, dexterity required to perform work, decontamination procedures, necessary personnel and type of equipment to be utilized.

During implementation of the EHASP, a daily log shall be kept by the Site Safety and Health Officer and a copy shall be provided weekly to the Engineer. This log shall be used to record a description of the weather conditions, levels of personal protection being employed, screening data and any other information relevant to on-site environmental safety conditions. The Site Safety and Health Officer shall sign and date the daily log.

COMPENSATION

Method of Measurement and Basis of Payment

Preparation and implementation of the Environmental Health and Safety Program, including the monitoring, protection and storage of all contaminated materials, as well as subsequent modifications to the EHASP, will be measured and paid for at the Lump Sum Bid Price.

Payment of 50% of the Environmental Health and Safety Program contract price will be made upon the initial acceptance of the EHASP by the Engineer. Payment of the remaining 50% of the Environmental Health and Safety Program contract price will be made upon completion of the work. The bid price shall include preparation and implementation of the EHASP as well as the cost for its enforcement by the Site Safety and Health Officer along with any necessary revisions and updates. The work of implementing the Environmental Health and Safety Program includes work involving, but not limited to, the monitoring, protection, and storage of all contaminated materials.

ITEM 180.02 **PERSONAL PROTECTION LEVEL C UPGRADE** **HOUR**

DESCRIPTION

The work shall consist of providing appropriate personal protective equipment (PPE) for all personnel in an area either containing or suspected of containing a hazardous environment.

Contingencies for upgrading the level of protection for on-site workers will be identified in the EHASP and the Contractor shall have the capability to implement the personal protection upgrade in a timely manner. The protective equipment and its use shall be in compliance with the EHASP and all appropriate regulations and/or standards for employee working conditions.

COMPENSATION

Method of Measurement and Basis of Payment

Personal Protection Level C Upgrade will be measured and paid only upon upgrade to Level C and will be at the contract unit price, per hour, per worker, required in Level C personal protection. No payment will be made to the Contractor to provide Level D PPE.

ITEM 181.13 Measurement for Disposal of Regulated Soil - Out-of-State Facility shall be under the Contract Unit Price by the weight in tons of contaminated materials removed from the site and transported to and disposed of at an approved out-of-state facility, and includes any and all costs for approvals, permits, fees and taxes, testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, transportation and disposal.

ITEM 181.14 Measurement for Disposal of Hazardous Waste shall be under the Contract Unit Price by the weight in tons of hazardous waste removed from the site and transported to and disposed of at the licensed hazardous waste facility, and includes any and all costs for approvals, permits, fees and taxes, testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, transportation and disposal.

ITEM 909.2 CEMENTITIOUS MORTAR FOR PATCHING SQUARE FOOT

DESCRIPTION

The work under this item shall conform to the relevant provisions of Subsections 140 and 901 of the Standard Specifications and the following:

The work shall include the removal of loose/unsound concrete and placement of cementitious mortar patch material as required by the Engineer at areas of spalled, delaminated, or cracked concrete identified on the Contract Drawings and/or found by field investigation. Repairs shall not begin until all demolition activities are complete.

This item does not include the repair of any horizontal or vertical spalls which exceed 2 inches in depth. For areas of concrete removal exceeding 2 inches in depth, the repair of these areas shall be in accordance with and paid under item 127.1 Reinforced concrete Excavation and Item 905.0 4000 PSI – 3/8” – 660 Cement Concrete.

Cracks to be repaired under this item shall have a 45-degree v-groove of existing concrete.

MATERIAL

The cementitious mortar material used to repair/patch concrete surfaces for this Item shall be a polymer-modified, cementitious, 2-component, fast-setting, trowel grade patching mortar to patch vertical surfaces. Manufacturer's literature shall be submitted by the Contractor describing the products to be used. The materials shall be delivered to the site clearly marked with legible and intact labels containing the manufacturer's name, brand name, and identifications of the temperatures that conform to the manufacturer's recommendations and instructions.

All materials for patching shall be from MassDOT's Qualified Construction Materials list.

CONSTRUCTION METHODS

Inspection of the Concrete Surfaces

The Contractor shall perform his own investigations and will "evaluate" and mark out the surfaces of the concrete to determine the areas for repairs, including cracks. Methods for evaluation shall include non-destructive methods such as visual observations and acoustic impact method using a hammer. The Contractor is referenced to ACI Report 201.1R-92 "Guide for Making a Condition Survey of Concrete in Service" and ACI Report 364.1R-94 "Guide for Evaluation of Concrete Structures Prior to Rehabilitation" in regard to evaluation methods. Before any existing concrete is removed, the Contractor will provide the Engineer clear access to the areas designated for repair. During this time, the Engineer will perform an inspection of the areas and will approve and/or designate the areas where concrete removal and repair will be required.

It shall be the responsibility of the Contractor to inform the Engineer, in writing, of the date that a structure element will be available for inspection operations. Notification shall be given to the Engineer at least seven (7) days prior to the date that the area in question will be in a condition acceptable to the Engineer.

The Contractor will not be allowed to do any repair work until all necessary inspection operations have been performed, unless given permission by the Engineer. The Contractor will include any costs related to this inspection in the general cost of the work.

Removal of Deteriorated Concrete

The lateral limits of each area to be repaired will be delineated by the Contractor and suitably marked and subsequently approved by the Engineer. Where several areas to be repaired are very close together, the Engineer may combine these individual repairs into a larger area.

Existing deteriorated concrete shall be removed to the limits of sound concrete as directed by the Engineer and as shown on the Contract Drawings. If sound concrete has been reached at more than 1½" from the outside surface, but less than 1" clearance exists between the sound concrete and the inside surface of exposed reinforcing steel, enough sound concrete as is necessary to achieve this 1" minimum clearance shall be removed.

The removal of deteriorated concrete shall be accomplished by pneumatic or power hammers approved by the Engineer. For concrete removal, the weight of pneumatic or power hammers shall not exceed 30 pounds. Fillets at inside corners of intersecting limit lines shall be carefully removed. After completion of concrete removal, the sides of the patch shall be vertical down to the bottom of the patch.

The Contractor shall not damage any existing reinforcing steel in areas where deteriorated or spalled concrete is being removed. If existing reinforcing steel is damaged or deteriorated, it shall be supplemented with new reinforcing steel of the same size. Pneumatic tools shall not be placed in direct contact with reinforcing steel. Any sound reinforcing steel damaged during the concrete removal operations shall be repaired or replaced by the Contractor at his expense as directed by the Engineer. New steel shall be attached beside existing steel with a minimum splice length as indicated on the Contract Drawings or as directed by the Engineer.

The outlines of each repair area shall first be cut to a depth of 1/2 inch with an approved power-saw capable of making straight cuts. In the event that reinforcing steel is encountered within the outer 1/2 inch depth during sawing operations, the depth of sawcut shall immediately be adjusted to a shallower depth so as not to damage the steel bars. If so directed by the Engineer, saw cutting shall again be carried down to the 1/2 inch depth at other locations of repair provided reinforcing steel is not again encountered. Where over-breakage occurs resulting in a featheredge, the featheredge shall be squared up to a vertical edge in an approved manner. Where sawing is impractical, the area shall be outlined by chisel or other approved means.

Surface Preparation

Areas to be repaired must be clean, sound, and free of contaminants. All loose and deteriorated concrete shall be removed by mechanical means. Mechanically prepare the concrete substrate to obtain a surface profile of ± 0.06 inch with a new exposed aggregate surface. Areas to be patched shall not be less than 1/2-inch in or greater than 2-inch depth or for repairs using Cementitious Mortar for Patching.

If reinforcing steel is exposed, then clean by mechanical cleaning and then high pressure washing with water that does not contain detergents or any bond inhibiting chemicals. Where active corrosion has occurred that would inhibit bonding, sandblast steel to white metal finish.

After removals and edge conditioning are complete, remove bond inhibiting materials (dirt, grease, loosely bonded aggregate) by abrasion blasting or high pressure water blasting with water that does not contain detergents or any bond inhibiting chemicals. Check the concrete surfaces after cleaning to ensure that surface is free from additional loose aggregate or that additional delaminations are not present.

Repair Procedure

Prior to the placement of the patch material, the concrete shall receive a coating of epoxy bonding compound conforming to M4.05.5 and shall be incidental to this item. The grade and viscosity of the bonding compound shall be as required based on site conditions or as determined by the Engineer. Bonding Agent shall be listed on the MassDOT QCML. Fill the patch area with mortar and finish the patch area as required in maximum 1" lifts up to 2 inch repairs. All materials removed in this repair shall become the property of the Contractor and shall be disposed of away from the work site.

The preparation, mixing, application and curing of the cementitious mortar shall be in accordance with the manufacturer's recommendations.

The Contractor shall arrange with the material's manufacturer or distributor to have services of a competent field representative at the work site prior to any mixing of components to instruct the work crews in the proper mixing and application procedures. The field representative shall remain at the job site after work commences and continue to instruct until the representative and the Contractor, Inspector and/or Engineer are satisfied that the crew has mastered the technique of installing the system successfully. The representative shall make periodic visits to the project as the work progresses and shall confer on each visit with the Contractor, Inspector and/or Engineer.

The manufacturer's field representative must be fully qualified to instruct the field crews in performance of the work and shall be subject to the approval of the Engineer. The Contractor shall be responsible for the expense of the services of the required field representative and the bid contract price shall be full compensation for all costs in connection therewith.

COMPENSATION

Method of Measurement

Cementitious Mortar for Patching will be measured for payment by the square foot of the vertical face of wall/abutment repaired, complete in place, regardless of depth.

Basis of Payment

Cementitious Mortar for Patching will be paid for at the Contract unit price per square foot, which price shall include all labor, materials, equipment and incidental costs required to complete the work including the inspection, sounding and removal of existing concrete.

SCHEDULE OF BASIS FOR PARTIAL PAYMENT

Within ten (10) days after Notice to Proceed, the Contractor shall submit on his/her proposal form a schedule of unit priced for the major component Sub-Items that make up Item 992.1 as well as his/her total bridge structure Lump Sum cost for Bridge Structure No. A-16-052. The bridge structure Lump Sum breakdown quantities provided in the proposal form are estimated and not guaranteed. The total of all partial payments to the Contractor shall equal the Lump Sum contract price regardless of the accuracy of quantities furnished by the Engineer for the individual bridge components. The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 992.1 and no further compensation will be allowed.

The schedule on the proposal form applies only to Bridge Structure No. A-16-052. Payment for similar materials and construction at locations other than at this bridge structure shall not be included under this Item. Sub-Item numbering is presented for information only in coordination with MassDOT Standard Nomenclature.

ITEM 994.1

TEMPORARY PROTECTIVE SHIELDING

SQUARE FOOT

DESCRIPTION

The work to be done under this Item shall provide for the protection of Ten Mile River from falling debris during removal of concrete superstructure, beams, and from other demolition of appurtenances on bridge superstructure.

This shall be accomplished by utilization of adequate shielding placed beneath the existing superstructure prior to demolition of the bridge.

All shielding shall meet the following requirements:

1. The Contractor is responsible for designing, furnishing, installing, maintaining, removing, and disposing of all shielding materials.
2. The Contractor shall submit for review Plans of proposed shielding stamped by a Professional Structural Engineer Registered in the Commonwealth of Massachusetts, for conformance to the Contract Documents, prior to installation of shielding. The drawings shall include details of all connections, brackets and fasteners and shall be submitted at the preconstruction conference.
3. Protective shielding shall not be installed until the Engineer's review has been completed and approved. No portion of the bridge deck shall be removed until the protective shielding is in place and complete.
4. The shielding shall extend a sufficient distance beyond the deck limits, and have walls sufficient to contain any debris. The shielding shall extend the full length of the bridge. The Contractor may utilize the existing abutments and piers as supports for the protective shielding. All spaces along the perimeter of the shielding and at the seams shall be sealed to prevent dust and debris from escaping and falling into the water below.
5. Shielding shall be designed to safely withstand all loads it would be subjected to during construction. The allowable design stresses shall be in accordance with AASHTO Standard Specifications for Highway Bridges. The design shall also include a complete description of the equipment and construction methods proposed for the deck removal and the maximum size of deck area excavated.
6. The shielding shall also be designed to withstand impact loads from the maximum size of concrete decking should it fall during removal.
7. The shielding shall be maintained and remain in place until the deck is completely removed. Shielding shall be removed only upon approval of the Engineer. After completion, the shielding shall be removed and disposed of the satisfaction of the Engineer.

All materials used in the shielding system shall be the property of the Contractor and shall be properly removed from this site at the completion of the project.

COMPENSATION

Method of Measurement and Basis of Payment

The method of measurement for Item 994.1 will be made on a Square Foot unit cost basis.

Item 994.1 will be paid as follows: Payment of 75% of the total Bid Price of this item will be made upon complete installation to the satisfaction and approval of the Engineer. The remaining 25% of the total Bid Price of this item will be paid following proper removal and disposal of the shielding from the project.

Appendix C

Chapter 85 Bridge Preservation Requirements

Municipal Bridge Preservation Projects
MGL Chapter 85 Section 35 Review Process
Design Requirements and Submittals for Bridge Preservation Projects for both BRI (10 feet < span ≤ 20 feet) and NBI (20 feet < clear span) Structures

Note: If the Category of the Structure to be worked on is neither BRI nor NBI (i.e., span ≤ 10 feet), a Chapter 85 review is not required

Preservation Project Type	Hydraulic Design	Geotechnical Design	Structural Design	Construction Details	Design Review Submittals	Other Considerations
Cleaning and painting of Structural Steel (if performed without repairs)	Not required	Not required	Not required	Not required	Project Special Provisions	MGL and federal requirements for lead removal and air quality (see MassDOT specifications for Cleaning and Painting Structural Steel).
Concrete Deck Patching with or without applying waterproofing membranes and wearing surface	Not required	Not required	Not required. If reinforcing bars are deteriorated, provide additional reinforcing in kind and provide proper lap lengths with existing reinforcing. If changing wearing surface thickness from existing (either more OR less) perform a rating calculation to determine the change in load carrying capacity. Can use AASHTO Standard Specs.	Typical details showing limits of concrete deck chipping and forming deck repairs. If additional reinforcing steel is needed, show installation details along with lap lengths. Provide membrane details and wearing surface thickness.	Either a complete final set of Construction Plans (if used) or pages of typical details to be inserted into job Special Provisions (if "book job") as well as the job Special Provisions. If calculations are required, one set of design calculations checked by a second engineer. After MassDOT accepts the design, a complete final set of Construction Plan mylars or pages of typical details with the MassDOT Chapter 85 approval stamp printed on each sheet (page) for Bridge Engineer's signature.	Traffic control plan: close bridge during work or work in stages. If working in stages, provide barrier or other delineation of work zone. If more than 50% of deck area requires patching, consider a full deck replacement project instead.
Joint Sealing, Rehabilitation or Replacement	Not required	Not required	Not required if not reconstructing the end of deck. If reconstructing the end of deck, design any new deck configuration for wheel loads with Dynamic Allowance. Can use AASHTO Standard Specs.	Typical details showing all aspects of work, including limits of work, any demolition details and reconstruction details, new joint details.	Either a complete final set of Construction Plans (if used) or pages of typical details to be inserted into job Special Provisions (if "book job") as well as the job Special Provisions. If calculations are required, one set of design calculations checked by a second engineer. After MassDOT accepts the design, a complete final set of Construction Plan mylars or pages of typical details with the MassDOT Chapter 85 approval stamp printed on each sheet (page) for Bridge Engineer's signature.	Traffic control plan: close bridge during work or work in stages. If working in stages, provide barrier or other delineation of work zone or other temporary measures to allow work to be performed without impact to traffic.

Preservation Project Type	Hydraulic Design	Geotechnical Design	Structural Design	Construction Details	Design Review Submittals	Other Considerations
Rehabilitation, patching or protection of concrete abutments and piers	Not required	Not required	Not required. If reinforcing bars are deteriorated, provide additional reinforcing in kind and provide proper lap lengths with existing reinforcing. If work will undermine existing beam bearings or if pier cap reinforcing will be exposed, design temporary shoring in accordance with the AASHTO Handbook for Temporary Works to carry all dead loads, and live loads if bridge is open to traffic, that the member under repair sees. AASHTO Standard Specifications can be used.	Typical details showing limits of work, limits of concrete chipping and forming of repairs. If additional reinforcing steel is needed, show installation details along with lap lengths. If shoring is required, provide details of shoring including locations, foundation and member sizes.	Either a complete final set of Construction Plans (if used) or pages of typical details to be inserted into job Special Provisions (if "book job") as well as the job Special Provisions. If calculations are required, one set of design calculations checked by a second engineer. After MassDOT accepts the design, a complete final set of Construction Plans mylars or pages of typical details with the MassDOT Chapter 85 approval stamp printed on each sheet (page) for Bridge Engineer's signature.	If temporary shoring is to be designed by the Contractor, the Designer should provide loads to be used, shoring material and that the design should be in accordance with the AASHTO Standard Specifications and the AASHTO Handbook for Temporary Work. Permits are required for temporary shoring in wetland resource areas.
Structural Repairs to Steel Beams (can be combined with cleaning and painting Structural Steel)	Not required	Not required	Can use AASHTO Standard Specifications for either the original design truck or H20, whichever is greater. Design all replacement member sizes and connections for the load that it will see (dead and/or live load). Consider fatigue loading if applicable. Bolting should also consider sealing of plates edges. If a beam needs to be unloaded, design temporary shoring and jacking in accordance with the AASHTO Specifications and the AASHTO Handbook for Temporary Works.	Develop specific details for each repair location or, alternatively, typical details that can be used in multiple locations. Details should show all member sizes, bolt sizes and spacing.	Either a complete final set of Construction Plans (if used) or pages of typical details to be inserted into job Special Provisions (if "book job") as well as the job Special Provisions. One set of design calculations checked by a second engineer. After MassDOT accepts the design, a complete final set of Construction Plans mylars or pages of typical details with the MassDOT Chapter 85 approval stamp printed on each sheet (page) for Bridge Engineer's signature.	Field welding can be used, however the Designer must verify, if the existing steel is weldable. Welds should be designed considering weld behavior and loads paths. Job Special Provisions should provide for field inspection of welds using Mag Particle or Ultrasonic Testing. If temporary shoring is to be designed by the Contractor, the Designer should provide loads to be used, shoring material and that the design should be in accordance with the AASHTO Specifications and the AASHTO Handbook for Temporary Works. Permits are required for temporary shoring in wetland resource areas.
Structural Repairs to Concrete Beams and Slabs	Not required	Not required	Can use AASHTO Standard Specifications for either the original design truck or H20, whichever is greater. Design all repairs so that in the repaired condition the beam or slab will carry all required loads. If reinforcing bars are deteriorated, provide additional reinforcing in kind and provide proper lap lengths with existing reinforcing. If a beam needs to be unloaded, design temporary shoring and jacking in accordance with the AASHTO Handbook for Temporary Works.	Typical details showing limits of work, limits of concrete chipping and forming of repairs. If additional steel is needed show how to install along with lap lengths. If shoring is required, provide details of shoring including locations, foundation and member sizes.	Either a complete final set of Construction Plans (if used) or pages of typical details to be inserted into job Special Provisions (if "book job") as well as the job Special Provisions. One set of design calculations checked by a second engineer. After MassDOT accepts the design, a complete final set of Construction Plans mylars or pages of typical details with the MassDOT Chapter 85 approval stamp printed on each sheet (page) for Bridge Engineer's signature.	If temporary shoring is to be designed by the Contractor, the Designer should provide loads to be used, shoring material and that the design should be in accordance with the AASHTO Specifications. If a prestressed concrete girder is being repaired, un-bonding of the prestressing strands will result in loss of prestress that should be taken into account in the design calculations. Permits are required for temporary shoring in wetland resource areas.

Preservation Project Type	Hydraulic Design	Geotechnical Design	Structural Design	Construction Details	Design Review Submittals	Other Considerations
Stone Masonry and Concrete Masonry Arch Repairs	Not required	Not required	Can use AASHTO Standard Specifications for either the original design truck or H20, whichever is greater. Design all repairs so that in the repaired condition the arch will carry all required loads. If reinforcing bars are deteriorated, provide additional reinforcing in kind and provide proper lap lengths with existing reinforcing. Design should ensure that the arch will still be stable after chipping of deteriorated concrete. If not, a shoring system needs to be provided.	Typical details showing limits of work, limits of concrete chipping and forming of repairs. If additional reinforcing steel is needed, show installation details along with lap lengths. If shoring is required, provide details of shoring including locations, foundation and member sizes. For stone masonry arch repairs, such as chinking gaps or mortaring voids and gaps, provide typical details.	Either a complete final set of Construction Plans (if used) or pages of typical details to be inserted into job Special Provisions (if "book job") as well as the job Special Provisions. If required, one set of design calculations checked by a second engineer. After MassDOT accepts the design, a complete final set of Construction Plans mylars or pages of typical details with the MassDOT Chapter 85 approval stamp printed on each sheet (page) for Bridge Engineer's signature.	Other preservation options: Consider lining the inside of the arch with a metal culvert structure and grouting the annular space between them. Metal culvert should be designed for full dead and live load as if masonry or concrete arch was not there. If there is sufficient backfill over the arch, consider casting a reinforced concrete moment slab over the entire arch so that live loads are distributed over a larger area and not as point loads.
Replacement or Jacketing of Timber or Other Piles	Not required	For pile jacketing projects: Geotechnical Report not required. For pile replacement or installation of additional sister pile(s): Geotechnical Report per Bridge Manual (except as noted below) At least one boring to refusal below bottom of pile tip at each pier where pile is to be installed. If rock is encountered, a 10 foot core is recommended.	For pile jacketing projects: Not required. For pile replacement or installation of additional piles: Design the new pile(s) to take all required loads. Design pile cap extension, modification, or sister pile cap to take all required DL and LL from superstructure that need to be removed from damaged pile. Specifications for either the original design truck or H20, whichever is greater. If the superstructure needs to be unloaded as part of the work, design temporary shoring and jacking in accordance with the AASHTO Handbook for Temporary Works.	For pile jacketing projects: Show pile locations for jacketing, develop typical details showing pile jacket type and installation, grouting, and installation procedures. For pile replacement or installation of additional piles: Develop specific details for each repair location or alternatively, including pile details, pile driving notes, extension and modification of existing pile cap details, new sister pile cap details, method for transferring superstructure loads to the new pile, develop installation procedures consistent with design assumptions. If shoring is required, provide details of shoring including locations, foundation and member sizes.	For pile jacketing projects: Either a complete final set of Construction Plans (if used) or pages of typical details to be inserted into job Special Provisions (if "book job") as well as the job Special Provisions. For pile replacement or installation of additional piles: Geotechnical Report and a Complete final set of Construction Plans, one set of design calculations checked by a second engineer and the job Special Provisions. After MassDOT accepts the design, a complete final set of Construction Plans mylars or pages of typical details with the MassDOT Chapter 85 approval stamp printed on each sheet (page) for Bridge Engineer's signature.	Work in water will require environmental permitting. Special Provisions should address pile driving specifications and testing (e.g. Wave Equation) to ensure that pile has reached capacity. If temporary shoring is to be designed by the Contractor, the Designer should provide loads to be used, shoring material and that the design should be in accordance with the AASHTO Specifications and the AASHTO Handbook for Temporary Works. Time of year restrictions must be considered for any work in water.

Preservation Project Type	Hydraulic Design	Geotechnical Design	Structural Design	Construction Details	Design Review Submittals	Other Considerations
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<p>Deck Replacement</p>	<p>Not required</p>	<p>Not required</p>	<p>Design in accordance as follows: AASHTO LRFD for HL-93 Design Loading, or AASHTO Standard Specifications for preferably HS25 but not less than HS20. Follow Bridge Manual DL and LL load distribution procedures and deck design charts. Seismic design is not required. Check existing beams for load carrying capacity with the new deck details (if any) for fatigue stress ranges. Design fatigue retrofits if needed to ensure 75 year fatigue life after deck replacement.</p>	<p>For Rural Minor Collector, Rural Local Road, Urban Collector, and Urban Local Road: Need not follow MassDOT Bridge Manual construction details. If not using standard MassDOT bridge railings or barriers and transitions, those used must be crash tested to either NCHRP 350 or MASH, Test Level 2 minimum if roadway speed ≤ 45 mph, minimum roadway speed ≥ 45 mph, minimum Test Level 3 if roadway speed > 45 mph. Provide 42" railing height if pedestrians are allowed on bridge. For Rural Major Collector, Urban Minor Arterial, Rural Principal Arterial, Rural Minor Arterial, Urban Principal Arterial, Or Any structure on the National Highway System (NHS) (See Note 1 Below). Follow MassDOT Bridge Manual construction details. Use MassDOT bridge railings and barriers and transitions.</p>	<p>Complete final set of Construction Plans and one set of design calculations checked by a second engineer. After MassDOT accepts the design, a complete final set of Construction Plan mylars with the MassDOT Chapter 85 approval stamp printed on each sheet for Bridge Engineer's signature.</p>	<p>Steel beams should also be painted as part of a deck replacement project. Structural repairs to beams may also be required. When considering a deck replacement, also consider the feasibility of doing a full superstructure replacement. This may be cheaper overall, especially if beam painting and structural repairs are required or if the existing beams cannot carry the required minimum loading and the bridge will require posting after completion of the work. Elimination of bridge joints by using Bridge Manual details is encouraged.</p>
<p>Bridge Superstructure Replacement</p>	<p>Not required</p>	<p>For Rural Minor Collector, Rural Local Road, Urban Collector, and Urban Local Road: Full geotechnical report is not required. The municipality's Designer or Record shall prepare a memo on the adequacy of the substructure to be re-used considering both a condition standpoint, including any demonstrated scour, and load carrying capacity. For Rural Major Collector, Urban Minor Arterial: Geotechnical report per Bridge Manual. For Rural Principal Arterial, Rural Minor Arterial, Urban Principal Arterial, Or Any structure on the National Highway System (NHS) (See Note 1 Below): Geotechnical report per Bridge Manual. Preliminary Structures Report per MassDOT Bridge Manual with material sampling.</p>	<p>Full Seismic design not required, except that restraint devices (anchor bolts, backwalls, cheek walls, or keeper blocks) shall be designed for SDC A loads. For Rural Minor Collector, Rural Local Road, Urban Collector, and Urban Local Road: Design in accordance as follows: AASHTO LRFD for HL-93 Design Loading, or AASHTO Standard Specifications for preferably HS25 but not less than HS20. Use Bridge Manual DL and LL load distribution procedure. For Rural Major Collector, Urban Minor Arterial, Rural Principal Arterial, Rural Minor Arterial, Urban Principal Arterial, Or Any structure on the National Highway System (NHS) (See Note 1 Below): Design in full accordance with AASHTO LRFD and MassDOT Bridge Manual for HL-93 Design Loading.</p>	<p>For Rural Minor Collector, Rural Local Road, Urban Collector, and Urban Local Road: Need not follow MassDOT Bridge Manual construction details. If not using standard MassDOT bridge railings or barriers and transitions, those used must be crash tested to either NCHRP 350 or MASH, Test Level 2 minimum if roadway speed ≤ 45 mph, minimum roadway speed ≥ 45 mph. Provide 42" railing height if pedestrians are allowed on bridge (See Note 2). For Rural Major Collector, Urban Minor Arterial, Rural Principal Arterial, Rural Minor Arterial, Urban Principal Arterial, Or Any structure on the National Highway System (NHS) (See Note 1 Below): Use standard MassDOT Bridge Manual construction details. Use MassDOT bridge railings and barriers and transitions.</p>	<p>Hydraulic Evaluation; or Hydraulic Report (depending on Roadway Functional Class). Geotechnical Memo on adequacy of substructure re-use, or Geotechnical Report and Preliminary Structures Report (depending on Roadway Functional Class). Complete final set of Construction Plans and one set of design calculations checked by a second engineer. After MassDOT accepts the design, a complete final set of Construction Plan mylars with the MassDOT Chapter 85 approval stamp printed on each sheet for Bridge Engineer's signature.</p>	<p>Evaluation of structure from a Cultural Resources standpoint. Consider Complete Streets guidelines. Provide for utilities (water, gas, etc.) if it is expected that they will be installed in the future. If there is existing scour, scour repairs should also be performed. The need for scour countermeasures should also be evaluated. If scour remediation work will be required, environmental permitting may put restrictions on time of year when work can be done in the water.</p>
<p>Preservation Project Type</p>	<p>Hydraulic Design</p>	<p>Geotechnical Design</p>	<p>Structural Design</p>	<p>Construction Details</p>	<p>Design Review Submittals</p>	<p>Other Considerations</p>

<p>Scour Damage Repairs and Scour Mitigation/Countermeasures</p>	<p>Not required if only filling scour void with concrete.</p> <p><u>For scour mitigation:</u></p> <p>Prepare hydraulic report and calculate scour depth to be mitigated as follows:</p> <p><u>For Rural Minor Collector, Rural Local Road, Urban Collector, and Urban Local Road:</u></p> <p>Flood frequency: 10 year Design Scour freq.: 25 year Check Scour freq.: 50 year</p> <p>Must be scour stable after Design Scour Event but not necessarily available for use.</p> <p><u>For Rural Major Collector, Urban Minor Arterial:</u></p> <p>Flood frequency: 25 year Design Scour freq.: 50 year Check Scour freq.: 100 year</p> <p>Must be scour stable and available for limited use after the Design Scour Event.</p> <p><u>Rural Principal Arterial, Rural Minor Arterial, Urban Principal Arterial, or Any structure on the National Highway System (NHS) (See Note 1 Below):</u></p> <p>Flood frequency: 50 year Design Scour freq.: 100 year Check Scour freq.: 200 year</p> <p>Must be scour stable and available for limited use after the Check Scour Event.</p>	<p>Geotechnical Report not required. Design should consist of rip rap and keying of rip rap toe required or the use of other scour countermeasures (see Bridge Manual for acceptable countermeasures) to withstand the calculated scour depth and ensure that structure shall meet the required performance requirements.</p>	<p>Not required</p>	<p><u>For filling of scour void with concrete:</u></p> <p>Provide typical details of concrete bag berm and method of placing tremie concrete into void. If void extends under the substructure footing, provide typical details and method or placement to ensure that void is fully filled and bears up against the substructure.</p> <p><u>For scour mitigation/countermeasures:</u></p> <p>Provide details showing excavation, rip rap placement and keying (refer to Bridge Manual for typical details). If other types of countermeasures are used, such as concrete block mattresses, provide all relevant details of the countermeasure and its method of placement.</p>	<p><u>For filling of scour void:</u></p> <p>Either a complete final set of Construction Plans (if used) or pages of typical details to be inserted into job Special Provisions (if "book job") as well as the project Special Provisions. If required, one set or design calculations checked by a second engineer.</p> <p><u>For scour mitigation/countermeasures:</u></p> <p>A Hydraulic Report and a complete final set of Construction Plans and the job Special Provisions. If required, one set of design calculations checked by a second engineer.</p> <p>After MassDOT accepts the design, a complete final set of Construction Plan m/lars or pages of typical details with the MassDOT Chapter 85 approval stamp printed on each sheet (page) for Bridge Engineer's signature.</p>	<p>Work in water will require environmental permitting. Installing scour countermeasures especially if altering the stream crossing's bed, may complicate the environmental permitting process.</p> <p>Time of year restrictions must be considered for any work in water.</p>
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<p>Preservation Project Type</p>	<p>Hydraulic Design</p>	<p>Geotechnical Design</p>	<p>Structural Design</p>	<p>Construction Details</p>	<p>Design Review Submittals</p>	<p>Other Considerations</p>
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<p>Safety Improvements to Bridge and Approach Railing</p>	<p>Not required</p>	<p>Not required (Assumes that approaches shall not be raised or approach walls, if any, shall not be modified).</p>	<p>If using MassDOT standard bridge railings and transitions, use pre-designed reinforcing bars and standard details from Bridge Manual. If not using standard MassDOT bridge railings and transitions, provide the same details and reinforcing bars as used and shown in the crash test report. If any modification of the bridge is required to withstand the crash loads, use the AASHTO LRFD Section 13 TL loads and design methodology. DO NOT use the AASHTO Standard Specifications 10 kip force for these calculations.</p>	<p>For Rural/Minor Collector, Rural Local Road, Urban Collector, and Urban Local Road: Need not use standard MassDOT bridge railings or transitions. Those used must be crash tested to either NCHRP 350 or MASH, minimum Test Level 2, if roadway speed ≤ 45 mph, minimum Test Level 3 if roadway speed > 45 mph. Provide 42" railing height if pedestrians are allowed on bridge. For Rural/Major Collector, Urban Minor Arterial, Rural Principal Arterial, Rural Minor Arterial, Urban Principal Arterial, or Any structure on the National Highway System (NHS) (See Note 1 Below): Use MassDOT bridge railings and barriers and transitions Show limits of existing bridge demolition, modifications to be made include reinforcing bars and their spacing, and show details of new bridge railing and transition.</p>	<p>Complete final set of Construction Plans and one set of design calculations checked by a second engineer. After MassDOT accepts the design, a complete final set of Construction Plan mylars with the MassDOT Chapter 85 approval stamp printed on each sheet for Bridge Engineer's signature.</p>	<p>Traffic control plan: can close bridge during work or work in stages. If working in stages, provide temporary barrier when existing railing has been removed and before the new one has been completely installed and is functional to maintain traffic safety. Existing railings and barriers can sometimes be retrofitted by running a Three Beam highway guardrail in front of the existing bridge railing. This eliminates the need for a transition element, since the Three Beam continues off the bridge and transitions to the W Beam guardrail of the bridge. For more bridge rail and bridge rail retrofit options, see Note 2 at end of this table.</p>
<p>Note 1: The following NHS routes: Eisenhower Interstate, Other NHS Routes and STRAHNET Routes and Connectors, are considered Critical/Essential in that they are the primary routes for emergency use during and after an emergency or natural event. Structures on NHS routes must be available for limited use after such an event. See MassDOT Bridge Manual for more information on these requirements. A map of NHS Routes in Massachusetts is available on the following website: http://www.fhwa.dot.gov/planning/national_highway_system/nhs_maps/</p>						
<p>Note 2: Bridge Railing and Transition and Bridge Railing Retrofit Resources: Federal Highway Administration: http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/ctm/measure/bridge_railings/ AASHTO I AGC I ARTBA Task Force 13: http://www.aashtoft13.org/Bridge-Rail.php</p>						
<p>Note 3: AASHTO Handbook for Temporary Works = Construction Handbook for Bridge Temporary Works, 1st Edition, with 2008 Interim Revisions</p>						
<p>Note 4: AASHTO Standard Specs = AASHTO Standard Specifications for Highway Bridges, 17th Edition with current interims and errata</p>						
<p>Note 5: AASHTO LRFD = AASHTO LRFD Bridge Design Specifications, Latest Edition with current interims and errata</p>						

Appendix D

Prevailing Wage Rate Sheets



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 Montague
Contract Number: **City/Town:** MONTAGUE
Description of Work: Repairs to substructure concrete at west pier, repair bearing at west pier, repair steel to existing railing
Job Location: 11th Street over Utility Canal

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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>	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>	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 3)</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 3 (BUILDING & SITE)</i>	12/01/2023	\$34.38	\$9.65	\$16.84	\$0.00	\$60.87
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$35.30	\$9.65	\$15.06	\$0.00	\$60.01
	12/01/2024	\$36.50	\$9.65	\$15.06	\$0.00	\$61.21
	06/01/2025	\$37.75	\$9.65	\$15.06	\$0.00	\$62.46
	12/01/2025	\$38.99	\$9.65	\$15.06	\$0.00	\$63.70
	06/01/2026	\$40.29	\$9.65	\$15.06	\$0.00	\$65.00
	12/01/2026	\$41.58	\$9.65	\$15.06	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	06/01/2024	\$37.62	\$14.50	\$10.55	\$0.00	\$62.67
	12/01/2024	\$38.52	\$14.50	\$10.55	\$0.00	\$63.57
	06/01/2025	\$39.42	\$14.50	\$10.55	\$0.00	\$64.47
	12/01/2025	\$40.32	\$14.50	\$10.55	\$0.00	\$65.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$34.80	\$9.65	\$15.06	\$0.00	\$59.51
	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$34.38	\$9.65	\$16.84	\$0.00	\$60.87
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$35.30	\$9.65	\$15.06	\$0.00	\$60.01
	12/01/2024	\$36.50	\$9.65	\$15.06	\$0.00	\$61.21
	06/01/2025	\$37.75	\$9.65	\$15.06	\$0.00	\$62.46
	12/01/2025	\$38.99	\$9.65	\$15.06	\$0.00	\$63.70
	06/01/2026	\$40.29	\$9.65	\$15.06	\$0.00	\$65.00
	12/01/2026	\$41.58	\$9.65	\$15.06	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:4

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

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

Effective Date - 08/01/2024

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

Effective Date - 02/01/2025

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

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING <i>ENGINEERS LOCAL 98</i> For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$46.63	\$9.65	\$18.22	\$0.00	\$74.50
	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	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 3 (BUILDING & SITE)</i>	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN</i>	03/01/2024	\$41.41	\$7.91	\$18.15	\$0.00	\$67.47
	09/01/2024	\$42.36	\$7.91	\$18.15	\$0.00	\$68.42
	03/01/2025	\$43.26	\$7.91	\$18.15	\$0.00	\$69.32
	09/01/2025	\$44.21	\$7.91	\$18.15	\$0.00	\$70.27
	03/01/2026	\$45.11	\$7.91	\$18.15	\$0.00	\$71.17
	09/01/2026	\$46.06	\$7.91	\$18.15	\$0.00	\$72.12
	03/01/2027	\$46.96	\$7.91	\$18.15	\$0.00	\$73.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.63	\$7.91	\$1.40	\$0.00	\$27.94
2	45	\$18.63	\$7.91	\$1.40	\$0.00	\$27.94
3	55	\$22.78	\$7.91	\$2.76	\$0.00	\$33.45
4	55	\$22.78	\$7.91	\$2.76	\$0.00	\$33.45
5	70	\$28.99	\$7.91	\$15.39	\$0.00	\$52.29
6	70	\$28.99	\$7.91	\$15.39	\$0.00	\$52.29
7	80	\$33.13	\$7.91	\$16.77	\$0.00	\$57.81
8	80	\$33.13	\$7.91	\$16.77	\$0.00	\$57.81

Effective Date - 09/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	10/01/2023	\$25.55	\$7.02	\$4.80	\$0.00	\$37.37
CARPENTERS-ZONE 3 (Wood Frame)	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
	10/01/2025	\$27.75	\$7.02	\$4.80	\$0.00	\$39.57
	10/01/2026	\$28.85	\$7.02	\$4.80	\$0.00	\$40.67

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.33	\$7.02	\$0.00	\$0.00	\$22.35
2	60	\$15.33	\$7.02	\$0.00	\$0.00	\$22.35
3	65	\$16.61	\$7.02	\$1.00	\$0.00	\$24.63
4	70	\$17.89	\$7.02	\$1.00	\$0.00	\$25.91
5	75	\$19.16	\$7.02	\$4.80	\$0.00	\$30.98
6	80	\$20.44	\$7.02	\$4.80	\$0.00	\$32.26
7	85	\$21.72	\$7.02	\$4.80	\$0.00	\$33.54
8	90	\$23.00	\$7.02	\$4.80	\$0.00	\$34.82

Effective Date - 10/01/2024

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

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$18.52/ 3&4 \$21.07/ 5&6 \$28.70/ 7&8 \$31.26

Apprentice to Journeyworker Ratio:1:5

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

Effective Date - 01/01/2024

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

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$43.06	\$13.78	\$15.15	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 3</i>	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

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</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 3)</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 3)</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 3)</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 (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 7

Effective Date - 06/30/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.00	\$7.20	\$0.60	\$0.00	\$27.80
2	45	\$22.50	\$7.20	\$0.68	\$0.00	\$30.38
3	50	\$25.01	\$13.00	\$7.40	\$0.00	\$45.41
4	55	\$27.51	\$13.00	\$7.48	\$0.00	\$47.99
5	65	\$32.51	\$13.00	\$9.64	\$0.00	\$55.15
6	70	\$35.01	\$13.00	\$11.06	\$0.00	\$59.07

Effective Date - 12/29/2024

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

Notes:

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

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

ELEVATOR CONSTRUCTOR	01/01/2024	\$61.98	\$16.18	\$20.96	\$0.00	\$99.12
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2025	\$62.83	\$16.28	\$21.36	\$0.00	\$100.47
	01/01/2026	\$63.68	\$16.38	\$21.76	\$0.00	\$101.82
	01/01/2027	\$64.53	\$16.48	\$22.16	\$0.00	\$103.17

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2024

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

Effective Date - 01/01/2025

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

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 41</i>	01/01/2024	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
	01/01/2025	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
	01/01/2026	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
	01/01/2027	\$45.17	\$16.48	\$22.16	\$0.00	\$83.81

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$34.80	\$9.65	\$15.06	\$0.00	\$59.51
	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79

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

FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
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FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
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FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
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FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i>	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
<i>LOCAL 7</i>	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2023

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

Notes:

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

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$27.01	\$9.65	\$15.06	\$0.00	\$51.72
	12/01/2024	\$27.01	\$9.65	\$15.06	\$0.00	\$51.72
	06/01/2025	\$28.09	\$9.65	\$15.06	\$0.00	\$52.80
	12/01/2025	\$28.09	\$9.65	\$15.06	\$0.00	\$52.80
	06/01/2026	\$29.21	\$9.65	\$15.06	\$0.00	\$53.92
	12/01/2026	\$29.21	\$9.65	\$15.06	\$0.00	\$53.92
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE III</i>	03/01/2024	\$41.41	\$7.91	\$18.15	\$0.00	\$67.47
	09/01/2024	\$42.36	\$7.91	\$18.15	\$0.00	\$68.42
	03/01/2025	\$43.26	\$7.91	\$18.15	\$0.00	\$69.32
	09/01/2025	\$44.21	\$7.91	\$18.15	\$0.00	\$70.27
	03/01/2026	\$45.11	\$7.91	\$18.15	\$0.00	\$71.17
	09/01/2026	\$46.06	\$7.91	\$18.15	\$0.00	\$72.12
	03/01/2027	\$46.96	\$7.91	\$18.15	\$0.00	\$73.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.71	\$7.31	\$1.38	\$0.00	\$29.40
2	55	\$22.78	\$7.31	\$1.38	\$0.00	\$31.47
3	60	\$24.85	\$7.31	\$2.76	\$0.00	\$34.92
4	65	\$26.92	\$7.31	\$2.76	\$0.00	\$36.99
5	70	\$28.99	\$7.31	\$15.39	\$0.00	\$51.69
6	75	\$31.06	\$7.31	\$15.39	\$0.00	\$53.76
7	80	\$33.13	\$7.31	\$16.77	\$0.00	\$57.21
8	85	\$35.20	\$7.31	\$16.77	\$0.00	\$59.28

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$7.31	\$1.38	\$0.00	\$29.87
2	55	\$23.30	\$7.31	\$1.38	\$0.00	\$31.99
3	60	\$25.42	\$7.31	\$2.76	\$0.00	\$35.49
4	65	\$27.53	\$7.31	\$2.76	\$0.00	\$37.60
5	70	\$29.65	\$7.31	\$15.39	\$0.00	\$52.35
6	75	\$31.77	\$7.31	\$15.39	\$0.00	\$54.47
7	80	\$33.89	\$7.31	\$16.77	\$0.00	\$57.97
8	85	\$36.01	\$7.31	\$16.77	\$0.00	\$60.09

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

Apprentice to Journeyworker Ratio:1:1

FORK LIFT <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.25	\$13.78	\$15.15	\$0.00	\$68.18
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.80	\$13.78	\$15.15	\$0.00	\$64.73
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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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Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:3

GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i>	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i>	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$35.30	\$9.65	\$15.06	\$0.00	\$60.01
	12/01/2024	\$36.50	\$9.65	\$15.06	\$0.00	\$61.21
	06/01/2025	\$37.75	\$9.65	\$15.06	\$0.00	\$62.46
	12/01/2025	\$38.99	\$9.65	\$15.06	\$0.00	\$63.70
	06/01/2026	\$40.29	\$9.65	\$15.06	\$0.00	\$65.00
	12/01/2026	\$41.58	\$9.65	\$15.06	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)	09/01/2023	\$42.80	\$14.75	\$19.61	\$0.00	\$77.16
	09/01/2024	\$45.54	\$14.75	\$19.61	\$0.00	\$79.90
	09/01/2025	\$48.27	\$14.75	\$19.61	\$0.00	\$82.63
	09/01/2026	\$51.01	\$14.75	\$19.61	\$0.00	\$85.37

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

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.40	\$14.75	\$14.32	\$0.00	\$50.47
2	60	\$25.68	\$14.75	\$15.37	\$0.00	\$55.80
3	70	\$29.96	\$14.75	\$16.43	\$0.00	\$61.14
4	80	\$34.24	\$14.75	\$17.49	\$0.00	\$66.48

Effective Date - 09/01/2024

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

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)	03/16/2024	\$40.66	\$8.25	\$22.70	\$0.00	\$71.61
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Apprentice - IRONWORKER - Local 7 Springfield

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.40	\$8.25	\$22.70	\$0.00	\$55.35
2	70	\$28.46	\$8.25	\$22.70	\$0.00	\$59.41
3	75	\$30.50	\$8.25	\$22.70	\$0.00	\$61.45
4	80	\$32.53	\$8.25	\$22.70	\$0.00	\$63.48
5	85	\$34.56	\$8.25	\$22.70	\$0.00	\$65.51
6	90	\$36.59	\$8.25	\$22.70	\$0.00	\$67.54

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
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For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$33.50	\$9.65	\$16.84	\$0.00	\$59.99
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.10	\$9.65	\$16.84	\$0.00	\$46.59
2	70	\$23.45	\$9.65	\$16.84	\$0.00	\$49.94
3	80	\$26.80	\$9.65	\$16.84	\$0.00	\$53.29
4	90	\$30.15	\$9.65	\$16.84	\$0.00	\$56.64

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	06/01/2024	\$34.55	\$9.65	\$15.06	\$0.00	\$59.26
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2024	\$35.75	\$9.65	\$15.06	\$0.00	\$60.46
	06/01/2025	\$37.00	\$9.65	\$15.06	\$0.00	\$61.71
	12/01/2025	\$38.24	\$9.65	\$15.06	\$0.00	\$62.95
	06/01/2026	\$39.54	\$9.65	\$15.06	\$0.00	\$64.25
	12/01/2026	\$40.83	\$9.65	\$15.06	\$0.00	\$65.54

Apprentice - LABORER (Heavy & Highway) - Zone 3

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.73	\$9.65	\$15.06	\$0.00	\$45.44
2	70	\$24.19	\$9.65	\$15.06	\$0.00	\$48.90
3	80	\$27.64	\$9.65	\$15.06	\$0.00	\$52.35
4	90	\$31.10	\$9.65	\$15.06	\$0.00	\$55.81

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.45	\$9.65	\$15.06	\$0.00	\$46.16
2	70	\$25.03	\$9.65	\$15.06	\$0.00	\$49.74
3	80	\$28.60	\$9.65	\$15.06	\$0.00	\$53.31
4	90	\$32.18	\$9.65	\$15.06	\$0.00	\$56.89

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2023	\$33.50	\$9.65	\$16.84	\$0.00	\$59.99
LABORERS - ZONE 3 (BUILDING & SITE)						

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/01/2023	\$34.13	\$9.40	\$16.59	\$0.00	\$60.12
LABORERS - ZONE 3 (BUILDING & SITE)						

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2023	\$33.60	\$9.65	\$16.97	\$0.00	\$60.22
LABORERS - ZONE 3 (BUILDING & SITE)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$34.63	\$9.65	\$16.84	\$0.00	\$61.12
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$34.80	\$9.65	\$15.06	\$0.00	\$59.51
	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.50	\$9.65	\$16.84	\$0.00	\$59.99
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.50	\$9.65	\$16.84	\$0.00	\$59.99
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$34.80	\$9.65	\$15.06	\$0.00	\$59.51
	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>	08/01/2024	\$43.05	\$11.49	\$20.53	\$0.00	\$75.07
	02/01/2025	\$44.90	\$11.49	\$20.53	\$0.00	\$76.92
	08/01/2025	\$45.81	\$11.49	\$20.53	\$0.00	\$77.83
	02/01/2026	\$46.89	\$11.49	\$20.53	\$0.00	\$78.91
	08/01/2026	\$48.65	\$11.49	\$20.53	\$0.00	\$80.67
	02/01/2027	\$49.77	\$11.49	\$20.53	\$0.00	\$81.79

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2024

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

Effective Date - 02/01/2025

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

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

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

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

MILLWRIGHT (Zone 3) MILLWRIGHTS LOCAL 1121 - Zone 3	01/01/2024	\$41.20	\$10.08	\$21.22	\$0.00	\$72.50
	01/06/2025	\$43.48	\$10.08	\$21.22	\$0.00	\$74.78
	01/05/2026	\$45.76	\$10.08	\$21.22	\$0.00	\$77.06

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.66	\$10.08	\$5.36	\$0.00	\$38.10
2	65	\$26.78	\$10.08	\$6.34	\$0.00	\$43.20
3	75	\$30.90	\$10.08	\$18.78	\$0.00	\$59.76
4	85	\$35.02	\$10.08	\$19.76	\$0.00	\$64.86

Effective Date - 01/06/2025

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

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 3 (BUILDING & SITE)</i>	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
OILER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.02	\$13.78	\$15.15	\$0.00	\$63.95
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$32.74	\$13.78	\$15.15	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 3</i>	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 - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2024	\$40.03	\$9.65	\$19.90	\$0.00	\$69.58
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	01/01/2025	\$41.23	\$9.65	\$19.90	\$0.00	\$70.78

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.02	\$9.95	\$0.00	\$0.00	\$29.97
2	55	\$22.02	\$9.95	\$4.43	\$0.00	\$36.40
3	60	\$24.02	\$9.95	\$4.83	\$0.00	\$38.80
4	65	\$26.02	\$9.95	\$5.23	\$0.00	\$41.20
5	70	\$28.02	\$9.95	\$17.49	\$0.00	\$55.46
6	75	\$30.02	\$9.95	\$17.89	\$0.00	\$57.86
7	80	\$32.02	\$9.95	\$18.29	\$0.00	\$60.26
8	90	\$36.03	\$9.95	\$19.10	\$0.00	\$65.08

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2024	\$37.35	\$9.95	\$19.90	\$0.00	\$67.20
PAINTERS LOCAL 35 - ZONE 3	01/01/2025	\$38.55	\$9.95	\$19.90	\$0.00	\$68.40

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.68	\$9.95	\$0.00	\$0.00	\$28.63
2	55	\$20.54	\$9.95	\$4.43	\$0.00	\$34.92
3	60	\$22.41	\$9.95	\$4.83	\$0.00	\$37.19
4	65	\$24.28	\$9.95	\$5.23	\$0.00	\$39.46
5	70	\$26.15	\$9.95	\$17.49	\$0.00	\$53.59
6	75	\$28.01	\$9.95	\$17.89	\$0.00	\$55.85
7	80	\$29.88	\$9.95	\$18.29	\$0.00	\$58.12
8	90	\$33.62	\$9.95	\$19.10	\$0.00	\$62.67

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2024	\$38.63	\$9.95	\$19.90	\$0.00	\$68.48
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	01/01/2025	\$39.83	\$9.95	\$19.90	\$0.00	\$69.68

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.32	\$9.95	\$0.00	\$0.00	\$29.27
2	55	\$21.25	\$9.95	\$4.43	\$0.00	\$35.63
3	60	\$23.18	\$9.95	\$4.83	\$0.00	\$37.96
4	65	\$25.11	\$9.95	\$5.23	\$0.00	\$40.29
5	70	\$27.04	\$9.95	\$17.49	\$0.00	\$54.48
6	75	\$28.97	\$9.95	\$17.89	\$0.00	\$56.81
7	80	\$30.90	\$9.95	\$18.29	\$0.00	\$59.14
8	90	\$34.77	\$9.95	\$19.10	\$0.00	\$63.82

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2024	\$35.95	\$9.95	\$19.90	\$0.00	\$65.80
PAINTERS LOCAL 35 - ZONE 3	01/01/2025	\$37.15	\$9.95	\$19.90	\$0.00	\$67.00

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.98	\$9.95	\$0.00	\$0.00	\$27.93
2	55	\$19.77	\$9.95	\$4.43	\$0.00	\$34.15
3	60	\$21.57	\$9.95	\$4.83	\$0.00	\$36.35
4	65	\$23.37	\$9.95	\$5.23	\$0.00	\$38.55
5	70	\$25.17	\$9.95	\$17.49	\$0.00	\$52.61
6	75	\$26.96	\$9.95	\$17.89	\$0.00	\$54.80
7	80	\$28.76	\$9.95	\$18.29	\$0.00	\$57.00
8	90	\$32.36	\$9.95	\$19.10	\$0.00	\$61.41

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	06/01/2024	\$34.55	\$9.65	\$15.06	\$0.00	\$59.26
<i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2024	\$35.75	\$9.65	\$15.06	\$0.00	\$60.46
	06/01/2025	\$37.00	\$9.65	\$15.06	\$0.00	\$61.71
	12/01/2025	\$38.24	\$9.65	\$15.06	\$0.00	\$62.95
	06/01/2026	\$39.54	\$9.65	\$15.06	\$0.00	\$64.25
	12/01/2026	\$40.83	\$9.65	\$15.06	\$0.00	\$65.54

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

PANEL & PICKUP TRUCKS DRIVER	06/01/2024	\$39.78	\$15.07	\$18.67	\$0.00	\$73.52
<i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05

Apprentice - PILE DRIVER - Local 56 Zone 3

Effective Date - 08/01/2020

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

Notes: Apprentice wages shall be no less than the following Steps;
(Same as set in Zone 1)
1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$34.80	\$9.65	\$15.06	\$0.00	\$59.51
	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86

Apprentice - PLUMBER/PIPEFITTER - Local 104

Effective Date - 03/17/2024

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

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

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$34.80	\$9.65	\$15.06	\$0.00	\$59.51
	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$35.13	\$9.40	\$16.59	\$0.00	\$61.12
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$35.55	\$9.65	\$15.06	\$0.00	\$60.26
	12/01/2024	\$36.75	\$9.65	\$15.06	\$0.00	\$61.46
	06/01/2025	\$38.00	\$9.65	\$15.06	\$0.00	\$62.71
	12/01/2025	\$39.24	\$9.65	\$15.06	\$0.00	\$63.95
	06/01/2026	\$40.54	\$9.65	\$15.06	\$0.00	\$65.25
	12/01/2026	\$41.83	\$9.65	\$15.06	\$0.00	\$66.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$45.21
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	07/16/2023	\$38.91	\$10.35	\$18.00	\$0.00	\$67.26
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 248</i>	07/16/2023	\$38.41	\$10.35	\$18.00	\$0.00	\$66.76

Apprentice - ROOFER - Local 248

Effective Date - 07/16/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.05	\$10.35	\$0.00	\$0.00	\$33.40
2	65	\$24.97	\$10.35	\$18.00	\$0.00	\$53.32
3	70	\$26.89	\$10.35	\$18.00	\$0.00	\$55.24
4	75	\$28.81	\$10.35	\$18.00	\$0.00	\$57.16
5	80	\$30.73	\$10.35	\$18.00	\$0.00	\$59.08
6	85	\$32.65	\$10.35	\$18.00	\$0.00	\$61.00
7	90	\$34.57	\$10.35	\$18.00	\$0.00	\$62.92
8	95	\$36.49	\$10.35	\$18.00	\$0.00	\$64.84

Notes:

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

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 248</i>	07/16/2023	\$38.91	\$10.35	\$18.00	\$0.00	\$67.26
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For apprentice rates see "Apprentice- ROOFER"

SCRAPER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.80	\$13.78	\$15.15	\$0.00	\$64.73
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.44	\$5.49	\$4.86	\$0.85	\$29.64
2	50	\$20.49	\$6.10	\$5.40	\$0.94	\$32.93
3	55	\$22.54	\$6.71	\$9.71	\$1.15	\$40.11
4	60	\$24.59	\$7.32	\$9.71	\$1.23	\$42.85
5	65	\$26.64	\$7.93	\$9.71	\$1.31	\$45.59
6	70	\$28.69	\$8.54	\$9.71	\$1.39	\$48.33
7	75	\$30.74	\$9.15	\$9.71	\$1.47	\$51.07
8	80	\$32.78	\$9.76	\$17.66	\$1.78	\$61.98
9	85	\$34.83	\$10.37	\$17.66	\$1.86	\$64.72
10	90	\$36.88	\$10.98	\$17.66	\$1.94	\$67.46

Effective Date - 01/01/2025

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

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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

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>	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 669</i>	04/01/2023	\$47.43	\$11.45	\$16.61	\$0.00	\$75.49

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 7</i>	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 06/30/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.00	\$7.20	\$0.60	\$0.00	\$27.80
2	45	\$22.50	\$7.20	\$0.68	\$0.00	\$30.38
3	50	\$25.01	\$13.00	\$7.40	\$0.00	\$45.41
4	55	\$27.51	\$13.00	\$7.48	\$0.00	\$47.99
5	65	\$32.51	\$13.00	\$9.64	\$0.00	\$55.15
6	70	\$35.01	\$13.00	\$11.06	\$0.00	\$59.07

Effective Date - 12/29/2024

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

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2024

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

Effective Date - 02/01/2025

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2024

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

Effective Date - 02/01/2025

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

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	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>	06/01/2024	\$45.60	\$9.65	\$18.22	\$0.00	\$73.47
	12/01/2024	\$47.07	\$9.65	\$18.22	\$0.00	\$74.94
	06/01/2025	\$48.57	\$9.65	\$18.22	\$0.00	\$76.44
	12/01/2025	\$50.07	\$9.65	\$18.22	\$0.00	\$77.94
	06/01/2026	\$51.62	\$9.65	\$18.22	\$0.00	\$79.49
	12/01/2026	\$53.12	\$9.65	\$18.22	\$0.00	\$80.99

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87

For apprentice rates see "Apprentice- LABORER"

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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>	06/01/2024	\$57.71	\$9.65	\$19.00	\$0.00	\$86.36
	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2024	\$59.71	\$9.65	\$19.00	\$0.00	\$88.36
	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2024	\$49.78	\$9.65	\$19.00	\$0.00	\$78.43
	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2024	\$51.78	\$9.65	\$19.00	\$0.00	\$80.43
	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$34.38	\$9.40	\$16.59	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2024	\$34.80	\$9.65	\$15.06	\$0.00	\$59.51
	12/01/2024	\$36.00	\$9.65	\$15.06	\$0.00	\$60.71
	06/01/2025	\$37.25	\$9.65	\$15.06	\$0.00	\$61.96
	12/01/2025	\$38.49	\$9.65	\$15.06	\$0.00	\$63.20
	06/01/2026	\$39.79	\$9.65	\$15.06	\$0.00	\$64.50
	12/01/2026	\$41.08	\$9.65	\$15.06	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

**SUBAWARD AGREEMENT FOR THE
ENERGY EFFICIENCY CONSERVATION BLOCK GRANT**

By and Between

Massachusetts Department of Energy Resources

And

Town of Montague

BACKGROUND

The Massachusetts Department of Energy Resources (DOER) develops and implements policies and programs aimed at ensuring the adequacy, security, diversity, and cost-effectiveness of the Commonwealth's energy supply to create a clean, affordable, equitable, and resilient energy future for all residents, businesses, communities, and institutions.

DOER, through the U.S. Department of Energy (DOE) and the Infrastructure Investment and Jobs Act (IIJA), has awarded federal funding to municipalities across the Commonwealth through the Energy Efficiency Conservation Block Grant (EECBG) Program. These funds have been awarded to support the reduction of fossil fuel emissions, reduction of total energy use in communities, improve efficiency of facilities, and contribute to the growth of the clean energy economy.

Federal Award Project Description: DOER offered competitive sub grants (not to exceed \$75,000) to municipalities with populations of less than 35,000 to reduce energy consumption, reduce greenhouse gas emissions, and promote the adoption of clean energy technologies in municipal buildings, residences, and businesses.

Activities eligible for grant funding include:

- i. Seed funds for an energy manager. Seed funds may be shared among several communities. Energy managers will arrange energy audits of municipal and school buildings, collaborate with other local officials and community groups to formulate clean energy policies and programs. DOER will prioritize this activity to rural underserved communities and environmental justice communities
- ii. Engineering studies and/or design of decarbonizing municipal or school buildings identified as good candidates for electrification from scoping studies or other means. The outcome will be design specifications to enable the municipality to procure the installation of the equipment, which is currently highly incentivized by the Mass Save program, and financially supported by DOER's Green Communities grants.
- iii. Public building weatherization. Massachusetts' cities and towns have many old buildings in their building stock that lack insulation and proper weatherization. The activity also leverages funds from Mass Save and Green Communities grants.
- iv. Local clean energy campaigns focusing on low-moderate income residents and underserved communities. This activity can be used to bolster and extend efforts underway in the Mass Save Community First Partnerships and highlight resources for LMI households through the Inflation Reduction Act.
- v. Clean energy planning. This activity will provide funding for the municipality to hire a consultant to support the community to develop vision, goals, and strategies for decarbonization or to develop project-specific clean energy plans that may require feasibility studies, preparation of preliminary project design, outreach, and technical support for local governments.

BACKGROUND(CONTINUED)

- 1.** The DOER issued Program Opportunity Notice PON-ENE-2024-023 (PON) as set forth in Attachment B.
- 2.** The Town of Montague (Subrecipient) submitted a response to the PON on or before August 16, 2024, as set forth in Attachment C.
- 3.** The DOER competitively selected Subrecipient's proposal as described in Subrecipient's response to the PON.
- 4.** Subrecipient's proposal is incorporated herein and described in Scope of Contract Award (Attachment D) and as further provided in the expenditure of funds (Budget) as described in Attachment E.
- 5.** This Subaward Agreement (Agreement) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon attachments and forms are attached hereto, set forth in their entirety and made part of this Agreement by reference:
 - i.** BACKGROUND
 - ii.** ATTACHMENT A: Federal Award Identification for EECBG Funds
 - iii.** ATTACHMENT B: PON-ENE-2024-023
 - iv.** ATTACHMENT C: Subrecipient's response to PON-ENE-2024-023
 - v.** ATTACHMENT D: Scope of Contract Award
 - vi.** ATTACHMENT E: Budget
 - vii.** ATTACHMENT F: EECBG Special Terms and Conditions
 - viii.** THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT AND ATTACHMENTS
 - a.** ATTACHMENT G: Commonwealth of Massachusetts Terms and Conditions
 - b.** ATTACHMENT H: Contractor Authorized Signatory Listing
 - c.** ATTACHMENT I: W-9 FORM
 - d.** ATTACHMENT J: Electronic Funds Transfer (EFT) Authorization From

Attachment A
Federal Award Identification for EECBG Funds

1. Subrecipient's Name Town of Montague		2. Subrecipient's Unique Entity Identifier (UEI)	
3. Federal Award Identification Number (FAIN) DE-SE0000224		4. Assistance Listings Title and Number 81.128: Energy Efficiency and Conservation Block Grant Program (EECBG)	
5. Federal Award Date 11/01/2023	6. Subaward Period of Performance 11/01/2023 – 10/31/2026	7. Subaward Budget Period 11/01/2024 - 6/30/2026	
8. EECBG Funds Obligated by this Subaward \$27,000.00	9. Total Federal Funds Obligated by DOER to Subrecipient \$27,000.00	10. Total EECBG Funds Obligated to Subrecipient by DOER \$27,000.00	
11. DOE Contact Geryly Amador Award Administrator geraly.amador@ee.doe.gov 240-562-1794		12. DOER Contact Caitlin Hart Clean Energy Project Coordinator caitlin.hart@mass.gov 617-626-7319	
13. Indirect Cost Rate as applied to DOER (Recipient) <u>13.59%</u> , as negotiated between DOER and DOE		14. Indirect cost rate as applied to Subrecipient, notwithstanding the negotiated indirect cost rate applicable to Recipient <u>15%</u> , the de minimis rate as provided under 2 CFR 200.414(f)	

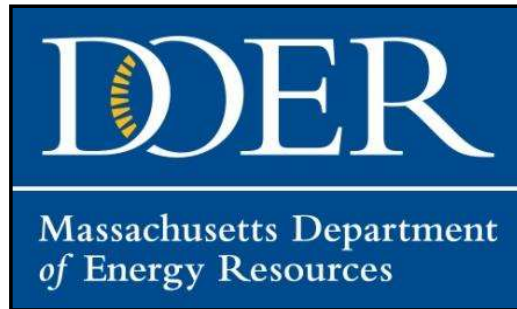
Attachment B
PON-ENE-2024-023

THE COMMONWEALTH OF MASSACHUSETTS

**EXECUTIVE OFFICE OF ENERGY AND
ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES**

ELIZABETH MAHONY, COMMISSIONER

100 Cambridge Street, 9th Floor
Boston, MA 02114



Program Opportunity Notice (PON)

Document Title: Energy Efficiency Conservation Block Grant

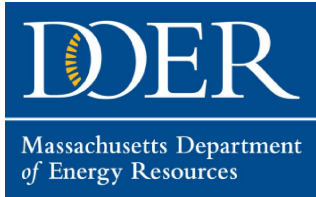
COMMBUYS Bid Number: BD-24-1041-ENE01-ENE01-103737

Agency Document Number: PON-ENE-2024-023

Issued: May 24, 2024

Amended: July 16, 2024

Please note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on www.COMMBUYS.com. All Bidders are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Bidders may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.



The Commonwealth of Massachusetts
Department of Energy Resources
100 Cambridge Street, 9th Floor
Boston, MA 02114

<http://www.mass.gov/doer>

Energy Efficiency Conservation Block Grant (EECBG)
PON-ENE-2024-023



1. INTRODUCTION AND BACKGROUND

The Massachusetts Department of Energy Resources (DOER) develops and implements policies and programs aimed at ensuring the adequacy, security, diversity, and cost-effectiveness of the Commonwealth's energy supply to create a clean, affordable and resilient energy future for all residents, businesses, communities, and institutions.

DOER, through the U.S. Department of Energy (DOE) and the Infrastructure Investment and Jobs Act (IIJA), is making available formula funding to municipalities across the Commonwealth through the Energy Efficiency Conservation Block Grant (EECBG) Program. These funds are being made available to support the reduction of fossil fuel emissions, reduction of total energy use in communities, improve efficiency of facilities, and contribute to the growth of the clean energy economy. Every municipality is eligible to receive funding through the EECBG program.

Each municipality receiving EECBG Program funds is required to use the funds cost-effectively for maximum benefit to the population of that municipality and to yield sustained long-term impacts on energy use, emission reduction, and equitable workforce and community investment opportunities.

The three hundred and three (303) cities and towns not receiving Direct Pay awards, as noted in the [allocation document](#), are eligible to receive federal formula funds through DOER and the EECBG Formula Grant Program and should complete this application.

There are forty-eight (48) municipalities and one (1) county receiving [Direct Pay](#) awards and will be getting their EECBG allocation directly from DOE, NOT DOER, and need not complete this application to receive those funds. These municipalities should visit the [EECBG website](#) for more information and instructions.

2. PROGRAM OUTLINE

Through this application, DOER will be evaluating project proposals from municipalities to distribute this federal EECBG funding to ensure alignment and compliance with the requirements outlined herein. Project eligibility criteria, distribution of funds, and reporting requirements are detailed in full in this application. Please ensure you have read all the guidelines and requirements outlined in this application and proposed project(s) meet all stated requirements prior to submission of your application. An amount not to exceed one million, six hundred thirty-four thousand dollars (\$1,634,000) in grant funding is available through this Program.

DOER is offering competitive sub grants to municipalities not to exceed fifty thousand dollars (\$50,000) (except in the case of item 5 below) for the following activities:

Massachusetts Department of Energy Resources – EECBG Municipal Sub-Grant PON-ENE-2024-023

1. Clean energy planning.
 - a. Community-based.
 - b. Project-based.
2. Clean energy community campaigns.
3. Energy manager seed funds.
4. Engineering and design for building decarbonization.
5. Public building envelope improvement projects (eligible for funding up to seventy - five thousand dollars (\$75,000)).

The DOE’s Office of State and Community Energy Programs has curated several [Blueprints](#) containing useful project guidelines and links to additional resources that may be helpful in planning out proposed projects. Municipalities can opt to partner together on a single project to braid their respective EECSBG funds together.

If partnering, one community will be the lead applicant and submit a single application to DOER, listing all other partner communities.

Each application will be reviewed for eligibility and other criteria by DOER staff. DOER reserves the right in its sole discretion to request additional information directly from the applicant prior to making its final award determination. **All grant-funded projects must be completed and closed-out by June 30, 2026.**

3. PROGRAM REQUIREMENTS

Program applicants must demonstrate that the project meets the requirements and criteria described in this section.

A) Project-specific requirements

- 1) **Clean energy planning.** This includes funding for the municipality to:
 - a) Community-based: Develop vision, goals, and strategies for community decarbonization; develop stakeholder engagement, education, and outreach activities; write, adopt, and publicize local clean energy and climate action plans.
 - b) Project-based: Develop project-specific clean energy plans that may require feasibility studies, preparation of preliminary project design, outreach, and technical support for local governments. Clean energy studies may investigate any number of technological and material options that are designed to reduce or eliminate the use of onsite fossil fuels, reduce energy use and/or costs, and advance the development and installation of clean and renewable energy resources. Funds shall only be made available for studies that examine options related to non-fossil fuels that support efforts to meet the Commonwealth’s energy and emissions reduction targets.

Successful applications will include the following:

For community-based clean energy planning:

- Strategies around clearly defined, measurable, and ambitious goals for advancing energy efficiency and clean energy
- Esurance that strategies are informed by stakeholder feedback and include opportunities for continued stakeholder engagement, with a particular focus on soliciting feedback from underrepresented and disadvantaged residents. EECSBG Program recipients are encouraged to actively seek participation and

- feedback from a diverse range of stakeholders that reflects the demographics of their community
- Partnerships with community organizations that represent underserved groups or residents
- A holistic approach that incorporates a variety of technologies and addresses the needs of different populations within the community
- Engagement with underrepresented or underserved groups to ensure that their needs are considered and addressed during technical consultant service delivery (e.g. community input sessions, equitable access to programs and financial opportunities.)
- Well-thought-out implementation timeline with achievable milestones

For project-based clean energy planning:

- Facilities targeted for studies and/or planning activities have demonstrated need for upgrades, high energy use intensity (EUI), equipment at end of useful life, etc.
- Inclusion of study scope and objectives, identifying technology/technologies being proposed, fuel(s) targeted, potential costs impacts/savings opportunities, any site information or planned projects relevant to study scope (e.g. building use, existing conditions, type and age of existing heating system, planned efficiency projects or new construction, etc.) and potential benefits identified so far- **please attach to application**
- Description of any previous energy audits or other related studies completed or planned at location(s) – **please attach to application**
- Solar PV studies must include a site assessment (Google Earth maps or [NREL's PV Watts](#) can provide assessment information) and the site's suitability score as defined by [DOER's Technical Potential for Solar Study](#)
- Demonstrated municipal support for project implementation following plan or study completion, should the results indicate technical and fiscal feasibility

2) **Local clean energy campaigns focusing on low-moderate income residents and underserved communities.** This activity can be used to bolster and extend efforts underway in the [Mass Save Community First Partnerships](#) and Mass Clean Energy Center's [EmPower program](#). DOER will prioritize this activity in disadvantaged communities, as defined by the [Justice40 Initiative](#).¹

Successful applications will include the following:

- If expanding or extending an existing EmPower or Community First Partnership, provide a summary of results to date, what activities EECBG funds would support
- Partnerships with community-based organizations
- Target audience
- Tasks and milestones
- Itemized budget
- Outreach/education methods and materials
- Qualifications of person(s) completing the work – **please attach resume(s)**
- Memorandum(s) of Agreement with partners as applicable
- Letters of support – **please attach**
- Intended outcomes
- Measurement and verification methodology of clean energy results

¹ The [Climate and Economic Justice Screening Tool](#) (CEJST) is a geospatial mapping tool designed to support Justice40 Initiative objectives by identifying disadvantaged communities that are marginalized and overburdened by pollution and underinvestment.

- 3) **Seed funds for an energy manager.** Energy managers will arrange energy audits of municipal and school buildings, implement energy conservation measures, and collaborate with other local officials and community groups to formulate clean energy policies and programs.

Successful applications will include the following:

- Sample job description or scope of work to be used soliciting service
- Itemized budget
- Tasks and milestones
- Description of how position/service will be sustained after grant ends

- 4) **Engineering studies and/or design of decarbonizing municipal or school buildings identified as good candidates for electrification from scoping studies or audits.** The outcome of the engineering studies and/or design will be procurement-ready specifications that enable the municipality to procure the installation of fossil fuel-free equipment for heating, cooling and hot water.

Successful applications will include the following:

- Completed feasibility or scoping study identifying decarbonization approach and technology
- Scope of work to be used soliciting service
- Estimated greenhouse gas reductions, energy and cost savings
- Tasks and milestones
- Commitment to implement project once design is complete

- 5) **Public building envelope improvements.** This includes any modifications to the public building shell or public building enclosure that enhance the building's energy efficiency, thermal comfort, and overall performance. These modifications most commonly include added insulation, weatherstripping, repairing or replacing windows, and air sealing.

Successful applications will include the following:

- The audit recommending the proposed measure(s) including the estimated costs and savings.
- Photographs of the existing conditions
- Existing and proposed R-values and/or U-values
- Calculations that list all assumptions for projected energy savings and costs
- Specification sheets, if applicable

B) Utility incentive requirements

For project categories number four (4) and number five (5) above, applicants must agree to take advantage of applicable utility incentives such as the Mass Save offerings. Applicants should demonstrate their ability to meet the eligibility requirements of the relevant utility program(s) if such incentives are available or shall otherwise demonstrate good cause for forgoing incentives where applicable. Applicants must apply for, or agree to apply for (e.g., in the case of utility post-purchase rebates), external funding prior to applying for this Program. These external funding requests must be outlined in the Application Form (Attachment A).

C) Build America, Buy America Act (BABAA) requirements applicable to building envelope improvements

This grant Program uses federal funding that is subject to [BABAA](#), which extends to any sub-recipients of the funds (i.e., grantees under the Program). BABAA requires that all iron, steel, manufactured products, and construction materials used in federally funded projects for infrastructure must be produced in the United States. Under the Act, some types of building envelope improvements are considered infrastructure projects.

Applicants shall include BABAA certification as part of the request for responses from vendors when soliciting project cost quotes. If BABAA-certified solutions are available from one or more responding vendors, the applicant must consider these alternatives and procure them if they are not cost-prohibitive. However, if vendors confirm in writing that they cannot offer solutions that are BABAA certified (“nonavailability”), or if the cost of pursuing a BABAA-certified solution increases the total project cost by more than twenty five percent (25%) (“unreasonable cost”), this can be used as backup documentation in the [BABAA waiver](#) request process.

D) Davis-Bacon and Related Acts (DBRA) requirements applicable to building envelope improvements

Because the Program is supported through federal funds, the Davis-Bacon and Related Acts² (DBRA) apply to projects altering public buildings are subject to DBRA. Grantees under this Program are responsible for including the applicable wage determinations and required DBRA contractor reporting in any solicitation or bidding documents, and in the prime contract. Since both federal and state prevailing wage requirements apply, any contractor hired by grantees for labor-related work must pay whichever rate is higher for each job classification and meet whichever requirements are more protective of workers; typically, Massachusetts prevailing wage requirements for state entities will be higher than the federal threshold, but grantees are responsible for ensuring compliance.

The DBRA prevailing wage rates are set by county and can be found on the <https://sam.gov/content/home> Learning Center. The Massachusetts Department of Labor Standards (DLS) issues prevailing wage information for construction projects and other types of public work³.

E) Eligible Procurement Methods

All grant-funded projects must comply with applicable local procurement and construction laws. Eligible applicants must identify the selected procurement method in their application to DOER.

The following statewide contract may serve as resources for municipalities:

- [PRF 74](#) - Energy, Climate Action, and Facility Advisory Services

4. FUNDING

The total funding available under this PON is one million six hundred thirty-four thousand dollars (\$1,634,000). DOER intends to leverage funds and support as many projects as possible with the available funding.

² The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts totaling more than \$2,000 for the construction, alteration, or repair of public buildings or public works. Grantees of the Program must pay their laborers and mechanics no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

³ State contracts must also include the processes and procedures to ensure compliance with statutory Workforce Participation Goals, including reporting and enforcement provisions, for women and minorities. G.L. c. 149, § 44A(2)(G); see <https://www.mass.gov/prevailing-wage-program> for more details. Additionally, applicants are responsible for insuring compliance with MA prevailing wage laws and DBRA,

Individual award decisions will vary depending on the project specifics and whether the project is sited within an area with designated disadvantaged population(s) as defined by the federal Justice40 Initiative.⁴ In no instance may an applicant receive more than one hundred percent (100%) of the cost of a project from this grant when combined with other internal and/or external funding sources.

5. ASKING QUESTIONS

This Program Opportunity Notice (PON) is being conducted under 815 CMR 2.00, and has been distributed electronically using COMMBUYS, the Commonwealth's official procurement record system (<http://www.commbuys.com>). The project name is the EECBG Municipal Sub-Grant, and the project number is PON-ENE-2024-023. Correspondence to the DOER should include this project number as well as the title. All notifications and amendments to this PON will be posted on COMMBUYS. It is the responsibility of every potential respondent to check COMMBUYS for any addenda or modifications to a PON to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to respondents who fail to check for amended PONs or submit inadequate or incorrect responses.

Respondents may not alter PON language or any PON component files. Those submitting a proposal must respond in accordance with the PON directions and complete only those sections that prompt a respondent for a response. Modifications to the body of this PON, specifications, terms and conditions, or which change the intent of this PON are prohibited. Any unauthorized alterations will disqualify a response.

All proposals and information submitted in response to this PON are subject to the Commonwealth of Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7 and Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

- This application is available as PON-ENE-2024-023 on COMMBUYS (as a “Bid.”)
- All questions must be submitted by 5 PM on **July 31, 2024** to COMMBUYS
- All answers shall be posted by 5 PM on **August 7, 2024**, to COMMBUYS
- To find an item on COMMBUYS: log into [COMMBUYS](#), locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The “Bid Q&A” button allows Bidders access to the Bid Q&A page.
- To submit an application, see the Instructions on Page 9

6. AWARDS

Application Applications will be accepted until **August 16, 2024**.

Grant applications must be approved by DOER, and a Grant Contract is required to be signed between DOER and the grantee, prior to the purchase of equipment or commencement of any work to be funded by this grant. DOER shall not disburse funds until all requirements under the PON and any terms and conditions have been satisfied, as determined by DOER in its sole discretion.

EECBG sub-grant recipients will be responsible for federal reporting, including weekly payroll reports for projects subject to DBRA requirements and reporting on [project metrics](#) as applicable.

⁴ The [Climate and Economic Justice Screening Tool](#) (CEJST) is a geospatial mapping tool designed to support Justice40 Initiative objectives by identifying disadvantaged communities that are marginalized and overburdened by pollution and underinvestment.

7. EVALUATION CRITERIA

The following criteria will be used for evaluating grant applications under this PON:

- Minimum requirements: Projects must meet all requirements as provided for under the Section 3 of this PON
- Completeness of the application, including the thoroughness of the draft scope of services for the consultant/vendor (as applicable)
- Project viability, and a demonstrated commitment by the applicant to move forward with the project should the study results prove technically and financially favorable (if applicable)
- **Shovel-readiness: demonstrated ability to complete the proposed project by June 30, 2026**
- If grant funds are limited, the Program will prioritize eligible projects located in disadvantaged communities
- Resulting project's potential for significant environmental and/or financial benefits
- DOER reserves the right to request clarifying information or amendments in support of the application and evaluation process and may fully or partially fund projects based on the information provided

8. GRANT AND CONTACT INFORMATION

Type of Grant

This PON, being conducted under 815 CMR 2.00, has been distributed electronically using COMMBUYS, the Commonwealth's official procurement record system (<http://www.commbuys.com>). The project name is EECBG Municipal Sub-Grant Program, and the project number is PON-ENE-2024-023.

Correspondence to DOER should include this project number as well as the title. All notifications and amendments to this PON will be posted on COMMBUYS. Applicants are advised to periodically check this PON on COMMBUYS to ensure that they have the most recent information.

All proposals and information submitted in response to this PON are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Grant Contact:	Joanne Bissetta Director, Green Communities Division Department of Energy Resources 100 Cambridge Street, 9 th Floor Boston, MA 02114
E-mail:	Green.communities@mass.gov
PON Name:	EECBG Municipal Sub-Grant Program
PON File Number:	PON-ENE-2024-023
	Attachment A: EECBG Municipal Sub-Grant Application Form (Attachment A)
	Attachment B: Signed Certificate of Application (Attachment B)

9) APPLICATION INSTRUCTIONS —

No paper submission is accepted for the grant application. The process via email only.

Application Materials Checklist – ARE YOUR MATERIALS READY?

- Begin each of your electronic files with your municipal/entity name followed by wording that makes the content of the file clear – **REQUIRED** – e.g., “Ames_Application Form.doc”
- EECBG Application Form (Attachment A) (Word file- *Please don't convert to pdf*)
- Signed Certification of Application (Attachment B) (PDF file)
- Supporting Audits, Studies, MOUs, Letters of Support, other documentation.

EECBG Grant Application Process

1. Email the required documents to green.communities@mass.gov
2. You will receive an email indicating receipt of the documents. Determination of the grant award will not occur at this time.

Get Help

Pre-Grant Application Process - [Contact your Regional Coordinator](#)

[EECBG Website](#)

**Scope of Work
Attachment D
Massachusetts Department of Energy Resources
and
Town of Montague**

The Massachusetts Department of Energy Resources (DOER) and the Town of Montague (Subrecipient) hereby agree to perform the Scope of Work as set forth below resulting from Subrecipient's response and selection for Energy Efficiency and Conservation Block Grant Program (EECBG).

1. Scope of Work

The Subrecipient shall use federal funds to implement the Project (Project) described herein and on Attachment C hereto which will reduce energy consumption and greenhouse gas emissions, and promote the adoption of clean energy technologies in municipal buildings, residences, and businesses.

These measures include but may not be limited to the following:

- Seed funds for an energy manager.
- Engineering studies and/or design of decarbonizing municipal or school buildings.
- Public building weatherization.
- Local clean energy campaigns focusing on low-moderate income residents and underserved communities.
- Clean energy planning.

2. Subrecipient shall complete and sign the following materials upon execution of this Subaward Agreement:

- a. Contractor Authorization Signature Form, Attachment H;
- b. W-9 Form, Attachment I; and
- c. Electronic Funds Transfer (ETF) Authorization Agreement Form, Attachment J.

3. Special Terms and Conditions Passthrough Requirement

Subrecipient agrees to comply with the EECBG Special Terms and Conditions included in Attachment F, as applicable, including the Intellectual Property Provisions as required by 2 CFR 200.101. Further, the Subrecipient must comply with the EECBG Special Terms and Conditions as required by 2 CFR 200.327 which shall also be applicable to any of their subrecipients, subcontractors or agents, as appropriate, and to require their strict compliance therewith. For purposes of this Agreement, EECBG Special Terms and Conditions shall have the same effect as the Commonwealth Standard Terms and Conditions. Subrecipient agrees that it will represent and acknowledge to DOER, when requested, any required compliance and in connection with any federal inquiry regarding the EECBG Special Terms and Conditions.

4. Workforce Development

Subrecipient and any contractor hired as a result of this agreement shall endeavour to hire minorities and women to work on the Project, and each project funded hereunder. Pursuant to M.G.L. c. 149, §44A(2)(G) All contracts by a state agency or state-assisted contracts for design, construction, reconstruction, installation, demolition, maintenance or repair must contain Workforce Participation Goals for minorities and women. Workforce participation goals for the state and state assisted construction contracts are currently set at 6.9% for woman and 15.3% for minorities.

5. Prevailing Wage

As provided for in the Standard Contract Form Instructions, Subrecipient shall comply with all laws, including prevailing wage laws at M.G.L. c. 149, Sections 26-27D. (Public Construction Work), to the extent applicable, and questions about the applicability of prevailing wage should be discussed with the Department of Labor Standards (DLS). Contractor is strongly encouraged to determine prior to beginning any work on the Project if the Massachusetts Prevailing Wage laws applies to the work contemplated herein.

6. Project Description:

Pursuant to Suprecipient’s response contained in Attachment C. Conduct decarbonization studies for nine (9) municipal buildings: Montague Town Hall and Annex; Department of Public Works (DPW) facility; Carnegie Library; Montague Center Library; Unity Park Fieldhouse; Clean Water Facility Administration; Colle Building; Sheffield Elementary School, Auditorium, and Annex; and Hillcrest School.

The following metrics and milestones shall be applicable to the Project and maintained by the Subrecipient:

i. Project Metric(s):

- Other policies developed or improved
- Capacity of solar thermal systems planning supported (square feet)
- Capacity of electricity savings supported (kW)
- Capacity of fuel oil savings supported (gallons)
- Capacity of natural gas savings supported (MMcf)
- Number of building energy audits performed
- Square footage of building energy audits performed

ii. Project Milestones:

0	Environmental review; Historic review; Procurement
1	Contract signed
2	Decarbonization roadmap submissions
3	Decarbonization roadmap submissions (continued)
4	Decarbonization roadmap submissions (continued)
5	Decarbonization roadmap submissions (continued)
6	Final EECBG report to be submitted to DOER by July 15, 2026

7. Performance Reporting and Data Collection

Subrecipient will submit performance reports (a sample form of which is set forth below) on a schedule agreed upon by DOER and Subrecipient and based on the project milestones defined above. Subrecipient performance reports shall be submitted no less than once per quarter and additional performance reports may be requested as necessary to meet program goals and fulfill DOER’s reporting obligations to DOE. These reports will include data on the project metrics defined in Attachment B, as well as documentation of the instrument(s) of data collection and the milestone achieved. Subrecipient will operate with an intention towards transparency of data and operations. DOER shall provide any additional requirements for the Final EECBG Report.

If Subrecipient is unable to report on the project milestones or the schedule agreed upon, Subrecipient may submit in writing to DOER a written request to modify the milestone and/or schedule. Any modification shall be at DOER's sole discretion.

Failure to comply with these reporting requirements or any other obligation hereunder is considered a material noncompliance and breach with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards.

8. Funding & Invoicing

The maximum not to exceed amount of this grant award is twenty-seven thousand dollars (\$27,000). The Subrecipient will be responsible for the timely completion of the Project Milestones as set forth above in subsection 6(ii) and as directed by the DOER. The Subrecipient must assume overall responsibility for coordinating and completing all deliverables contained herein. All invoices must be submitted to the DOER on a schedule and in a format to be agreed upon by the DOER and the Subrecipient. Invoices shall include sufficient back-up documentation to support the amount being invoiced.

9. Ownership of Deliverables

Any deliverables/reports shall be owned by the Commonwealth of Massachusetts and subject to the Commonwealth's public records laws. Any report or documentation provided to DOER hereunder can be provided to any federal agency responsible for or administering this federal award program.

10. Publicity

Subrecipient will coordinate with the DOER on all publicity regarding the Project and will not release information specific to DOER or the EECBG Grant without first informing and coordinating with the DOER. Media and public events shall conform with the EECBG Special Terms and Conditions set forth in Attachment F.

11. Cost Recoupment Provision

Subrecipient agrees that grant funds provided herein must be expended in accordance with this Agreement. If the DOER determines, in its sole discretion, that expenses incurred by the Contractor were not in accordance with the Agreement and Subrecipient does not provide sufficient evidence within fifteen (15) days after having received written notice from DOER that such expenses incurred are not in accordance with this Agreement, as determined by DOER, in its sole discretion, Subrecipient shall promptly return the total amount of such expenses to DOER within thirty (30) days of receiving written notice from the DOER. Subrecipient is responsible for ensuring the proper use of the grant funds for the duration of the contract.

12. Liability

Subrecipient agrees to assume any and all liability associated with Subrecipient's performance of the Project.

13. Sample Reporting Form

**Massachusetts Department of Energy Resources (DOER)
Energy Efficiency and Conservation Block Grant (EECBG)
Project-based Clean Energy Planning Reporting**

Municipality: Montague

Project name: Municipal Building Decarbonization Planning

Contact name: Christopher Nolan-Zeller

Contact email: chrisn@montague-ma.gov

Contact title: Assistant Town Administrator

Contact phone: (413) 863-3200 x109

Reporting frequency: Quarterly

Period of performance	Milestone	Amount requested
	Environmental review; Historic review; Procurement	

Backup documentation checklist (attach or otherwise include with submission)

- Environmental review documentation
- Historic preservation review documentation
- Procurement instrument(s) with flow down requirements
- Advertisement plan

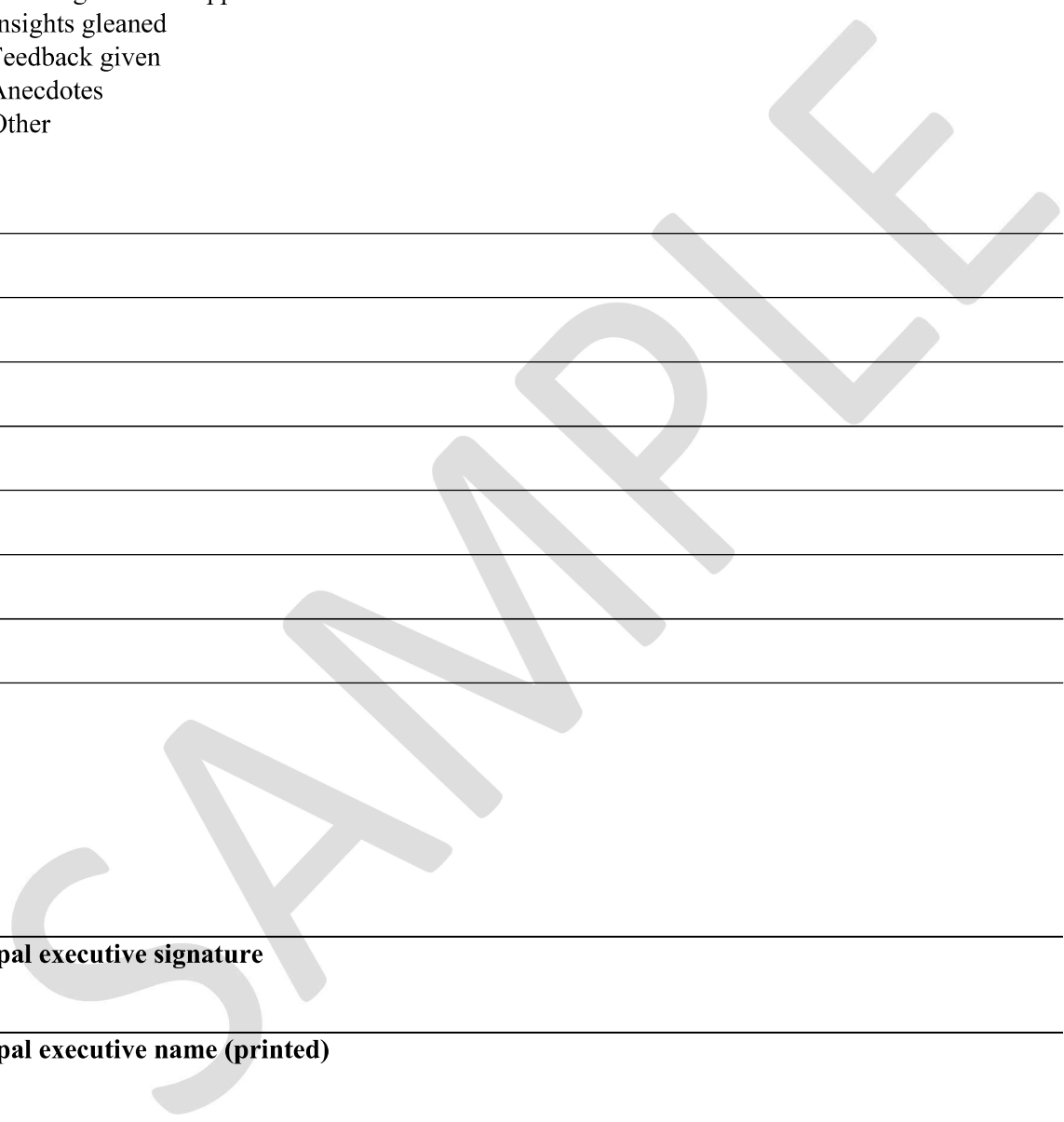
Metrics

Other policies developed or improved	
Capacity of solar thermal systems planning supported (square feet)	
Capacity of electricity savings supported (kW)	
Capacity of fuel oil savings supported (gallons)	
Capacity of natural gas savings supported (MMcf)	
Number of building energy audits performed	
Square footage of building energy audits performed	

Narrative

Please discuss project experiences not reflected in your program metrics, including:

- Achievements
- Challenges and/or opportunities encountered
- Insights gleaned
- Feedback given
- Anecdotes
- Other



Municipal executive signature

Municipal executive name (printed)

Date

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources (DOER) MMARS Department Code: ENE1000	
Legal Address: (W-9, W-4): 1 Avenue A, Turner Falls, MA 01376		Business Mailing Address: 100 Cambridge Street, 9 th Floor, Boston, MA 02114	
Contract Manager: Walter Ramsey	Phone: (413) 863-3200 x110	Billing Address (if different):	
E-Mail: walterr@montague-ma.gov	Fax: (413) 863-3224	Contract Manager: Caitlin Hart	Phone: (617) 626-7319
Contractor Vendor Code: VC6000191893		E-Mail: caitlin.hart@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: DOER PON-ENE-2024-023	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended), \$ <u>27,000</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY 2025 - FY 2026 Energy Efficiency and Conservation Block Grant (EECBG) award for Municipal Building Decarbonization Planning			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____, Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Walter Ramsey</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Bryan Klepacki</u> Print Title: <u>Chief Financial Officer</u>	

Attachment F
EECBG Award Special Terms and Conditions

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the

Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at <https://www.page.energy.gov/default.aspx>.
9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set

forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000224.”

- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The

non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2

CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The Recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all Federal awards through the Recipient’s fiscal year end 2024. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the Recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient’s indirect costs are appropriately

managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to

this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient’s actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.

3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a*

violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

- ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient’s Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.

- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy>

[requirements-financial-assistance](#). This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials,

and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;

- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide² should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under

² See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students).

In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Attachment G

Commonwealth of Massachusetts Terms and Conditions



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

Attachment H
Contractor Authorized Signature Listing



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number)
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INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary)	
Print Signatory's full legal name	Title

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name	Notary Signature (ink on paper)
Date	My commission expires on

AFFIX NOTARY SEAL/STAMP

A copy of this document must be attached to the "record copy" of a contract filed with the department.

Attachment I

W-9

Request for Taxpayer Identification Number and Certification

Give this Form to the
requestor or the
department you are doing
business with.

► **Online instructions at: macomptroller.org/wp-content/uploads/instructions_w-9.pdf**

Print or type.
See Specific Instructions on page 3.

1 Business name/Taxpayer (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name/dba, if different from above.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on Page 4): Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Legal Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 Remittance Address (if different from Legal Address)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, on Page 5. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, on Page 5.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social security number
or
Employer identification number

DUNS Number
Please confirm with the state agency if this is required for vendors receiving federal funds.

Unique Entity Identifier (SAM)
As of April 4, 2022, all vendors that receive federal grant funds must submit their Unique Entity Identifier registered in the System of Awards Management (SAM).

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You check the following box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, on Page 5.

Item 2 does not apply.

5. I am an active Commonwealth of Massachusetts state employee: (check one) Yes No

If yes, I certify compliance with the Massachusetts State Ethics Commission requirements at <https://www.mass.gov/ethics>.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, on Page 3.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, on Page 3, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, on Page 4, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, on Page 2.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, on Page 4, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.
- Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.
- Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, in the next column, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, on Page 4.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, on Page 2.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The Commonwealth of Massachusetts does not initiate contacts with taxpayers via emails. Also, the Commonwealth does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the Commonwealth of Massachusetts, forward this message to CTREmergencyNotification@mass.gov. If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027. You can contact the Federal Trade Commission at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338).

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment J

Electronic Funds Transfer (EFT) Authorization Agreement Form



OFFICE OF THE COMPTROLLER

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT FORM

Complete this form to enroll, modify, or terminate an existing Electronic Funds Transfer (EFT) agreement with the Commonwealth of Massachusetts departments.

Part I: Reason for Submission			See Instructions on Page 3
<input type="checkbox"/> New Enrollment	<input type="checkbox"/> Change Enrollment	<input type="checkbox"/> Cancel Enrollment	
Document Included (Optional)			
<input type="checkbox"/> Voided Check	<input type="checkbox"/> Bank Letter		
Part II: Account Holder Information			See Instructions on Page 3
Account Holder Legal Name			
dba Name <small>If different from above</small>			
Legal Address <small>Number, Street, Apartment/Suite Number</small>			
City		State	Zip Code
Account Holder Tax Identification Number <small>9 digits</small>	Employer Identification Number (EIN)	Social Security Number (SSN)	
Part III: Financial Institution Information			See Instructions on Page 3
Financial Institution Name			
Routing Number <small>Only 9 digits</small>	Account Number	Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
If this is an Enrollment Modification, you must include your old financial institution information or your request will be returned.			
Old Financial Institution Name			
Old Routing Number <small>Only 9 digits</small>	Old Account Number	Old Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Part IV: Vendor/Customer Information			See Instructions on Page 3
<small>This is the person we will contact for any questions regarding this EFT Authorization</small>			
Contact Person's Name		Contact Person's Title	
Contact Person's Phone		Contact Person's Email	

This completed form should be submitted to the requesting department or the department you are currently doing business with.
(Revised November 2023)



OFFICE OF THE COMPTROLLER

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT FORM

Part V: Authorization

See Instructions on Page 3

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the Commonwealth of Massachusetts to initiate, change, or cancel credit entries to the account(s) as indicated on this form.

For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account.

I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller (CTR) has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

Account Holder Authorized Signature

Print Name

Title

Date

Part VI: Verification from the Commonwealth Department

See Instructions on Page 3

I hereby certify the Vendor/Customer is an authorized signatory and verified by internal records and verbal confirmation initiated by our department.

VCC/VCM Document ID

Three letter Department Code

Signature

Print Name

Title

Phone Number

Date

This completed form should be submitted to the requesting department or the department you are currently doing business with.

(Revised November 2023)



OFFICE OF THE COMPTROLLER

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT FORM

INSTRUCTIONS

All EFT requests are subject to a 5 (five) day pre-certification period in which all accounts are verified by the qualifying financial institution before any direct deposits are made.

Part I: Reason for Submission

Indicate your reason for completing this form by checking the appropriate box: New EFT enrollment, a change to your EFT enrollment account information, or cancellation of your EFT enrollment. The Commonwealth of Massachusetts reserves the right to request additional documentation such as Voided Check as verification of account ownership.

Part II: Account Holder Information

- **Account Holder Name:** Enter the accounts holder legal name (individual or business name), as reported to the Internal Revenue Service (IRS).
- **d/b/a Name:** Enter the d/b/a name if applicable.
- **Street Address:** Enter the account holder's street address. Enter the account holder's city, state, and zip code.
- **Account Holder Tax Identification Number:** Enter the tax identification number as reported to the IRS. If the business is a group, organization or corporation, provide the Federal employer identification number (EIN). If enrolling as an individual provide your Social Security Number.

Part III: Financial Institution Information

- **Financial Institution Name:** Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive the funds). **NOTE:** The account name to which EFT payments will be paid is to the name submitted on Part II of this form.
- **Routing Number:** Enter the bank or financial institutional nine-digit routing number, including applicable leading zeros.
- **Account Number:** Enter the account holder's account number with the financial institution, including applicable leading zeros.
- **Account Type:** Select the account type (Checking or Savings).
- **Old Financial Institution Name:** Enter your Old Financial Institution's name (this is the name of the bank or qualifying depository that has been receiving the funds).
- **Old Routing Number:** Enter the old bank or financial institutional nine-digit routing number, including applicable leading zeros.
- **Old Account Number:** Enter the old account holder's account number with the financial institution, including applicable leading zeros.
- **Account Type:** Enter the old account type (Checking or Savings).

NOTE: Supporting bank documents must be in the account holder legal name only.

Part IV: Contact Information

- Enter the name, title, telephone number, and email address of a contact person who can answer questions about the information submitted on this EFT Authorization Form.

Part V: Authorization

- By your signature on this form, you are certifying that the account is drawn in the Name of an Individual, or the Legal Business Name of the person or entity who has sole control of the account to which EFT deposits are made.
- The EFT authorization form must be signed and dated by the same account holder name in Part II and include a title and telephone number.
- Submit this form electronically, or mail it with with the original signature in black or blue ink to the Commonwealth of Massachusetts Department that you are doing business with.

Part VI: Verification from the Commonwealth Department

By your signature on this form, you are certifying that authentication of the vendor/customer's authorized signatory was conducted by review of the Contractor Signatory Authorization Form (CASL) or by another internal verification process, and additional verification was conducted to confirm banking or address change request. Departments should have multiple known vendor contacts to confirm any registration change.

This completed form should be submitted to the requesting department or the department you are currently doing business with.

(Revised November 2023)





COMMERCIAL
VEHICLES
TWO HOUR
PARKING
LIMIT
NO OVERNIGHT
PARKING





COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#), or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Montague and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Exec Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4): One Avenue A Turners Falls, MA 01376		Business Mailing Address: 24 Beacon St., Room 373, Boston, MA, 02133	
Contract Manager Walter Ramsey	Phone: 413-863-3200 X110	Billing Address (if different):	
E-Mail: walterr@montague-ma.gov	Fax:	Contract Manager: Debora Collins	Phone: 617-413-1304
Contractor Vendor Code: VC6000191893		E-Mail: Debora.collins3@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID: FY2025TOWNOFMONTAGUE	
		RFR/Procurement or Other ID Number 1599-0026 Earmark	
<p style="text-align: center;"><u> </u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$50,000</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This contract supports the earmark on line-item 1599-0026 which states "provided further, that not less than \$50,000 shall be expended to the town of Montague for infrastructure improvements at the Gill Montague Council on Aging".</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.</p> <p><input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.</p> <p><input type="checkbox"/> 3. were incurred as of _____ a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of June 30, 2025, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____</p> <p style="text-align: center;">(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: Richard Kuklewicz Print Title: Selectboard Chair</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____</p> <p style="text-align: center;">(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: Rick Mikulis Print Title: Chief Financial Officer</p>	

USDA
Form RD 1942-47
(Rev. 12-97)

LOAN RESOLUTION
(Public Bodies)

FORM APPROVED
OMB NO. 0575-0015

A RESOLUTION OF THE Selectboard
OF THE Montague Town Of
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
FY24 CF Grant - Police Vehicle
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Montague Town Of
(Public Body)
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of
N/A

pursuant to the provisions of N/A; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour 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.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
 - (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
 - (b) Repairing or replacing short-lived assets.
 - (c) Making extensions or improvements to the facility.

Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 33,000

under the terms offered by the Government; that the Selectboard Chair
 and Town Administrator of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was: Yeas 3 Nays 0 Absent 0 .

IN WITNESS WHEREOF, the Selectboard of the
Montague Town Of has duly adopted this resolution and caused it
 to be executed by the officers below in duplicate on this 6 day of May, 2023 .

(SEAL) _____
 By Richard Kuklewicz

Attest: _____
 Title Selectboard Chair

 Title

10/28/24
7:00 pm 6



333 West Street
Pittsfield, MA 01201
(800) 286-2000

September 9, 2024

Richard Kuklewicz
Selectboard, Chair
Town of Montague
One Avenue A, 1st Floor
Turners Falls, MA 01376

Dear Mr. Kuklewicz;

Under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof, a public hearing IS NECESSARY on the attached petitions. Please schedule a public hearing at your earliest convenience.

A signed copy of the document should be returned to EVERSOURCE and VERIZON respectively with your approval, disapproval or comment noted thereon, please retain the final copies for your files. Recording of the petitions are not necessary. When adopted, please forward the Order to the Town Clerk for recording.

Town Administrator, please return signed and recorded orders to:

R. Nicole Davies
District Representative
Eversource
333 West Street
Pittsfield, MA 01201

Albert Bessette, Jr.
Manager – Right of Way
Verizon New England, Inc.
365 State Street
Springfield, MA 01105

On questions pertaining to this order, please call David Meagher at (413) 585-1828.

Sincerely,

R. Nicole Davies
District Representative

Enclosures
WO# 18669050 -82955314



PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Selectboard of Montague, Massachusetts.

NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC. request permission to locate and/or relocate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

Location – Eversource is requesting permission to install three (3) jointly owned poles in the area of 151 Meadow Road.

Reason – To mitigate long span lengths and low wires.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the field plan herewith and made a part hereof marked **18669050 - 82955314**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY

By 
District Representative

VERIZON NEW ENGLAND, INC.

By *Albert F. Bessette*
Manager Right-of-Way

Dated this 9th day of September 2024



ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Selectboard of the Town of Montague, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED

that NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC. be and they are hereby granted joint or identical locations for and permission to construct and maintain and/or relocate a line of poles and their respective wires, anchors and cables, to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to as requested in petition of said Companies dated the 9th day of September, 2024.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked **18669050 - 82955314** filed with and made a part of said petition. There may be attached to said poles by said NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 12 feet from the ground elsewhere.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Location – Eversource is requesting permission to install three (3) jointly owned poles in the area of 151 Meadow Road.

Reason – To mitigate long span lengths and low wires.

Also, that permission be and thereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Selectboard of the Town of Montague, Massachusetts held on the 28 day of October, 2024.

Jurn

Town Clerk

We hereby certify that on October 28, 2024, at 7:00 o'clock P.M., at Via zoom a public hearing was held on the petition of the NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectboard of the Town of Montague, Massachusetts.

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Selectboard of the Town of Montague, Massachusetts, on the _____ day of _____ 2024 and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

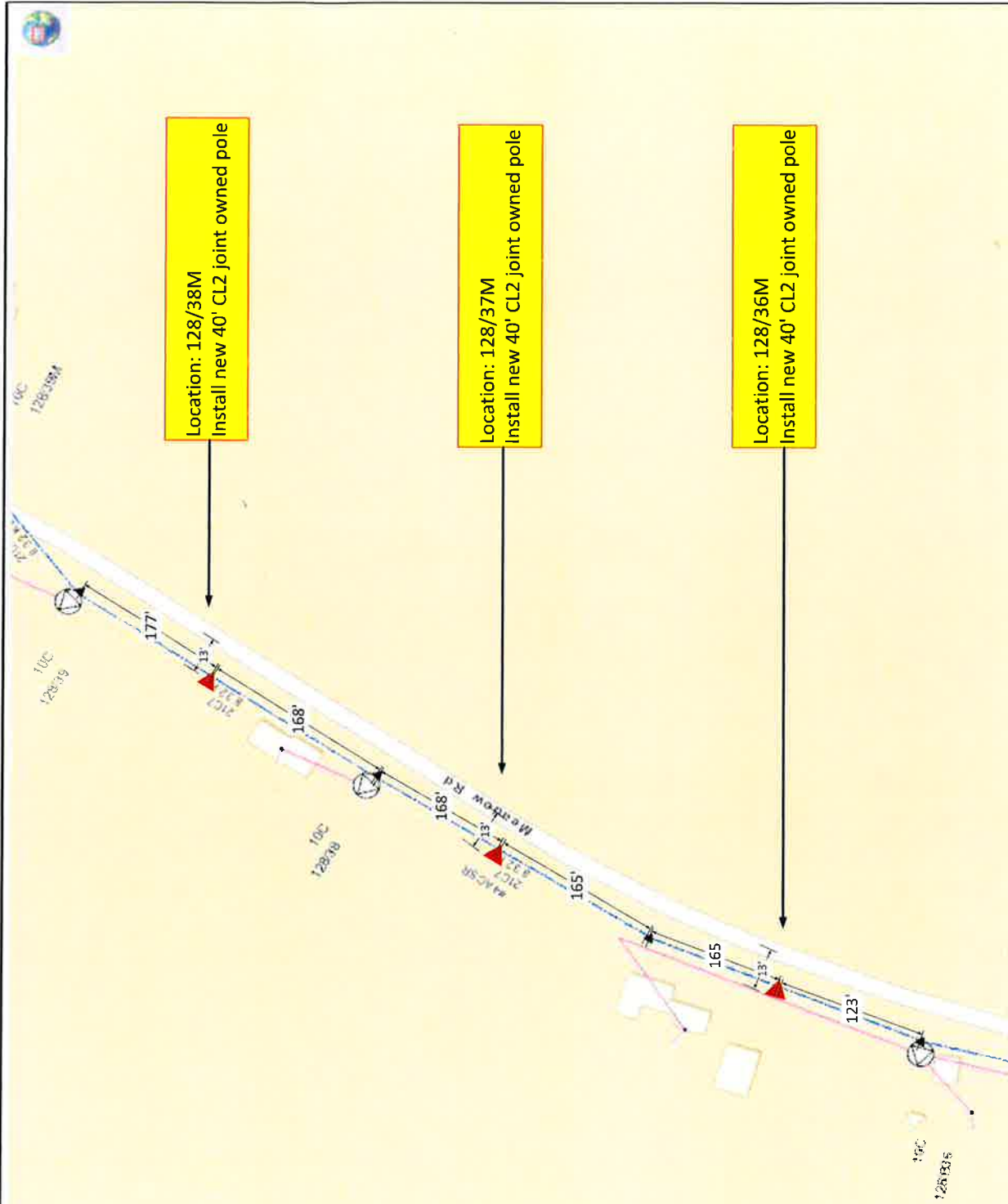
Attest:

Town Clerk

Legend:

- ▲ = New Eversource pole set
- ▲ = Existing Eversource pole

Located in the area of 151 Meadow Rd Verizon is requesting Eversource to set 3 new poles due to long span lengths so they can raise their wires.



Location: 128/38M
Install new 40' CL2 joint owned pole

Location: 128/37M
Install new 40' CL2 joint owned pole

Location: 128/36M
Install new 40' CL2 joint owned pole

	Designer: David Meagher Tel: 413-585-1828 Date: 9/7/2024	Addr: 151 Meadow Rd Ckt: 21C7 Pri V: 8.32	Town: Montague AWC: Hadley	EC: Sht 1 of 1	WO: 18669050 FWO: 82955314
	Midspan pole sets for VZ				