

MONTAGUE SELECTBOARD MEETING
Town Hall, 1 Avenue A, Turners Falls, MA 01376

Monday, September 20, 2021

Join Zoom Meeting: <https://us02web.zoom.us/j/85824260356>

Meeting ID: 858 2426 0356 **Password:** 464423

Dial into meeting: +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592

This meeting/hearing of the Selectboard will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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 September 13, 2021
3. 6:31 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. 6:33 Low Collins, Between the Uprights, 23 Avenue A, Turners Falls
 - Execute 2021 License to Use Real Property Café License, 23 – 29 Avenue A, Turners Falls
 - Registration for Assembly, Public Demonstration, or Use of Public Property, and One day Special License:
 - Great Falls Festival Celebration, October 23, 2021, 9:00 AM to 1:00 AM
5. 6:40 Montague Board of Health
 - Review of Montague COVID Case Counts and Trends
 - Consider any necessary response to recent trends
6. 6:55 Discussion of Recent Trash and Recycling Issues
7. 7:10 Personnel Board
 - Appoint Cameron Tucker, DPW Grounds, UE Grade C, Step 4, effective 10/12/21
 - Appoint Roy Dennis, DPW Mechanic, UE Grade D, Step 3, effective 10/12/21
 - Appoint Bob Obear to Zoning Board of Appeals as Alternate Member, until June 30, 2022
 - Update on Library Director Hiring

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Monday, September 20, 2021

8. 7:20 Brian McHugh, FCRHRA
Spinner Park:
- Authorization to Disburse No. 6, payment to Sciaba Construction, \$36,185.50
 - Execute Certificate of Substantial Completion
 - Discussion of Park Opening, Statue Placement and Park Rededication Ceremony
9. 7:30 Jeff Singleton, FRTA Representative
- Upcoming FRTA Advisory Board Meeting
10. 7:35 Walter Ramsey, Town Planner
FY21 Shared Streets and Spaces Grant
- Issue Notice to Proceed to Taylor Davis Landscaping & Construction Company for the Second Street/Unity Park Entrance enhancement project for a contract in the amount of \$66,075.55. To be funded by a FY21 Shared Streets and Spaces grant.
 - Authorize Construction Agreement with Taylor Davis Landscaping & Construction Company in the amount of \$66,075.55, subject to forthcoming receipt of required bonds and insurance certificates
- FY21 Green Communities Grant Project
- Execute Energy Management Services Agreement with Energy Resources USA for projects at Millers Falls Library, WPCF, and 2nd Street Parking lot. Green Communities in the amount of \$61,129.00. To be funded by FY21 Green Communities Grant.
11. 7:45 Grant Submission Requests
- DLS Community Compact Info Technology Grant
 - DLS Community Compact Best Practices Grants
 - MA Office for Disabilities Grant Program
12. 7:50 Proposed Community-Based Prevention Programming RFP (Use of Cannabis Funds)
13. 8:00 Proposed 5th Street Pedestrian Bridge Project Appropriation
14. 8:10 Special Town Meeting – October 14, 2021
- To review draft warrant, attached hereto, and to make recommendations on all items in warrant; votes may be taken
15. 8:20 Town Administrator's Report
- Update of First Light FERC Settlement Process
 - Topics not anticipated in 48 hour posting

Other:

- Special Town Election for Selectboard Member, Tuesday, September 21, 2021
- Annual Household Hazardous Waste Collection Day, September 25 at GCC's Main Campus and the Orange Transfer Station. Online preregistration by September 17th at www.franklincountywastedistrict.org/hazwasteday.html
- Anticipated Next Meeting Date: Monday, September 27, 2021 at 6:30 PM

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 14, 2021**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Turners Falls, Massachusetts, on **Thursday, October 14, 2021**, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of **\$X**, or any other amount, for the purpose of making emergency repairs to town cemeteries, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 2: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$13,367.33, or any other amount, for the purpose of paying a prior year bill of the WPCF, or pass any vote or votes in relation thereto.

(WPCF Request)

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$1,300, or any other amount, for the purpose of increasing the Fiscal Year 2022 Finance Committee budget to allow for clerical assistance to take minutes, or pass any vote or votes in relation thereto.

(Finance Committee Request)

ARTICLE 4: To see if the Town will vote to rescind the unused \$102,000 borrowing authority as voted pursuant to Article #28 of the May 17, 2016 Annual Town Meeting, which appropriated \$385,000 for the purpose of abating hazardous and asbestos containing materials within the Strathmore Mill Complex, or to pass any vote or votes in relation thereto.

(Accountant Request)

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide the sum of \$7719.12, or any other amount, which represents the net premium paid to the Town upon the sale of the Town's \$1,812,000 DPW Facility Bond Anticipation Note dated September 23, 2020, to pay costs of the DPW facility authorized by the vote of the Town passed March 29, 2018, and to reduce the amount authorized to be borrowed for such project by such amount, as set forth in M.G.L. c. 44, §20 or any other applicable law, or pass any vote or votes in relation thereto.

(Accountant Request)

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 7: To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$135,000 or any other amount for the purpose of implementing the Montague City Road Flooding Relief Project any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Director of Planning Request)

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$114,382, or any other amount, for the purpose of purchasing and setting up a robotic sewer camera and any and all incidental and related costs, or pass any vote or votes in relation thereto.

(DPW Superintendent Request)

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$200,000, or any other amount, for the purpose of increasing the WPCF Capital Stabilization Fund, or pass any vote or votes in relating thereto.

(Finance Committee Request)

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

| Fund | Amount (\$) |
|---------------------------------|--------------------|
| Town Capital Stabilization Fund | 250,000 |
| OPEB Trust Fund | 250,000 |
| Total: | 500,000 |

(Finance Committee Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,000, or any other amount, for the purpose of repaying the town for part of the \$39,800 supplemental appropriation to the FY21 Airport Budget voted as Article 10 of the February 25, 2021 Special Town Meeting, or pass any vote or votes in relating thereto.

(Airport Commission Request)

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$45,000, or any other amount, for the purpose of repairing and painting exterior siding of the Council on Aging building, and any and all incidental and related costs, or pass any vote or votes in relating thereto.

(Selectboard Request)

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$100,000, or any other amount, for the purpose of replacing the 5th Street Pedestrian Bridge, and any and all incidental and related costs, or pass any vote or votes in relating thereto.

(Planning Request)

ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$50,000, or any other amount, for the purpose of funding evidence-based substance abuse prevention programming with a focus on families and children, and any and all incidental and related costs, or pass any vote or votes in relating thereto.

(Selectboard Request)

ARTICLE 15: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$29,000, or any other amount, for the purpose of increasing the FY22 Dispatch Budget, or pass any vote or votes in relating thereto.

(Dispatch Request)

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$10,000, or any other amount, for the purpose of purchasing and installing a new phone system for Parks and Recreation, and any and all incidental and related costs, or pass any vote or votes in relating thereto.

(Parks and Recreation)

LICENSE TO USE REAL PROPERTY
CAFÉ LICENSE
(Article IV, Sections 4, 5 and 6)

This instrument is a license (“Café License”) by and between the Town of Montague (“Licensor”) and Lewis B. Collins, Between the Uprights, LLC, dba Between the Uprights at 2nd Street, (“Licensee”) with a principal place of business at 23 Avenue A, Turners Falls, Massachusetts, its employees, agents, contractors and representatives

Whereas, the Café Licensee is the owner and operator of a bar/restaurant/nightclub known as “Between the Uprights at 2nd Street”, the holder of an “Alcoholic Beverages Control Commission (ABCC), All Alcoholic Beverages, Section 12 License” (“Liquor License”) which is located at 23 Avenue A, Turners Falls,

Whereas, the Licensee has petitioned the Town of Montague Board of Selectmen for the issuance of a Café License and the extension of the “Liquor License” for the purpose of placing a temporary sidewalk café directly in front of the Business Site. (hereinafter referred-to as the “Café Premises” or the “Premises”).

Whereas, the Licensor is the owner of the public sidewalk abutting the Business Site and the Board of Selectmen is responsible for the care, custody, control and maintenance of said public sidewalk; and

Whereas, the Board of Selectmen are willing to allow Licensee to use a portion of the Town’s sidewalk, on a temporary basis, for the operation of a sidewalk café directly in front of the Business Site and on a private strip of land adjacent to the 2nd Street public sidewalk.

Now, therefore, Licensor hereby grants to Licensee the right to place gates and fences, to occupy and use the Café Site as described below in conjunction with the Business Site subject to the following terms and conditions:

1. REFERENCE DATA

Date of License: September 20, 2021

Mailing Address of Licensor: Montague Board of Selectmen
One Avenue A
Turners Falls, Massachusetts 01376

Mailing Address of Licensee: Between the Uprights at 2nd Street
23 Avenue A
Turners Falls, MA 01376

Permitted Use: Sidewalk Café – operation of an outdoor eating and drinking area adjacent to and contiguous to the Business Site as depicted on the Plan attached hereto as “Exhibit 1” and allowing appurtenances, including but not-limited to chairs, tables, fencing and bollards that can be easily removed without damage to the Café Premises and subject to the conditions set forth herein.

Term of License: September 20, 2021 to December 31, 2021
Renewable on an annual basis

Consideration to be paid by Licensee: One Dollar (\$1.00) plus \$40.00 per event

2. DESCRIPTION OF THE CAFÉ PREMISES AND BUSINESS SITE

The Café Premises shall consist of the area adjacent to and contiguous to the Business Site as depicted on the Plan attached hereto as "Exhibit 1" and as described below:

The Café Premises is the sidewalk area in front of 23 – 29 Avenue A to within five (5) feet of the exterior curb line of Avenue A excluding the planter. Also to be allowed as a Café is a privately owned grass strip between the sidewalk and the building on Second Street, 11 feet wide and extending 60 feet toward the rear of the building.

Use of the Café Premises will be limited to specific dates and times by permission of the Board of Selectmen. The number of events is not expected to exceed 6 times per year.

The Business Site is 23 Avenue A, Turners Falls, MA consisting of two function rooms, two bars, kitchen and grill on the first floor and cellar used for storage. Two main entrances are on the northwest side (Avenue A) and one exit on the southwest side (Second Street). The business site currently operates under an ABCC Liquor License

The Licensee shall have the obligation to prevent encroachment onto space not covered by this License. To accomplish this goal, the Licensee shall install a non-movable and temporary system of enclosure around the Café Premises.

The Licensee shall ensure that, at all times, there will be at least five (5) feet of sidewalk between the boundary of the Café Premises and the street.

The Licensee shall provide safe and adequate access to patrons making use of the Cafe Premises and 29 Avenue A and to pedestrians making use of the sidewalk and public way adjacent to the Café Site.

3. CONDITION OF PREMISES

Licensee acknowledges and agrees that it accepts the Premises in "as is" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

4. PERMITS

This agreement and all obligations hereunder are specifically dependent upon the issuance to the Licensee of all permits and licenses required to undertake the Permitted Use at the Premises in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, including but not limited to the Town of Montague Board of Selectmen and the Massachusetts Alcoholic Beverages Control Commission, and compliance by the Licensee with such permits and licenses.

5. ALTERATION OF THE PROPERTY

Licensee shall not make any major or permanent improvements or construction upon the Premises, and Licensee expressly agrees to restore the Premises as closely as practical to their condition prior to the exercise of Licensee's rights, immediately after they are disturbed by said Permitted Use.

6. LICENSEE'S EQUIPMENT

Licensee may bring such furniture and other equipment upon the Premises as would ordinarily be used to undertake the Permitted Use.

Licensee shall ensure that all structures comprising the Premises, including but not limited to chairs, tables, fencing, bollards and planters will be easily removed during periods of non-use and at the expiration of this License. All such items shall be removed no later than the last effective date of this License.

Licensor reserves the right to require the Licensee to remove all furniture, equipment and structures from the Premises if and when it determines it to be necessary.

7. UTILITIES

Licensor makes no representation as to the operation, presence or adequacy of any utilities for the Permitted Use and Licensor has no obligation to supply any such utilities to the Premises.

8. CONDUCT OF LICENSEE

Compliance with Laws

Licensee shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee. This obligation shall survive the termination of the License.

Sanitation

Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Licensor with regard to the collection and disposal of refuse or construction debris.

Security

Licensor is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.

Costs of Operations

Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.

Operations Limited to Permitted Use

Licensee shall not conduct any operations upon the Premises except for the Permitted Use under Section 1 of this License and except for any requirement set forth in this License.

9. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.

10. INDEMNIFICATION

Licensee agrees to indemnify, defend and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to Licensee's exercise of its rights under this license.

11. INSURANCE

The Licensee shall keep in force, at its sole cost and expense, during the full term of this License, comprehensive public liability insurance, in the amount of one million dollars (\$1,000,000), insuring the Licensee and the Licensor against all claims and demands for personal injury or damage to or diminution in value of any property which may be claimed to have occurred upon the Premises or as a result of the exercise by Licensee of the rights granted by this License and naming the Licensor as a named insured. Failure to obtain and keep in force said insurance, and failure to provide the Licensor with proof of same, shall automatically terminate this License and any rights granted herein.

12. RIGHTS OF LICENSOR TO ENTER

The Licensor reserves the right and the Licensee shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's Permitted Use.

13. TERMINATION

This License is terminable at any time by the Licensor or the Licensee following notice by certified U.S. Mail, return receipt requested, to the other party. This License shall expire on the date specified in such notice.

14. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.

15. MISCELLANEOUS

This License may not be modified except in writing, duly executed by both parties.

This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.

The Licensee is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor; likewise, the Licensor, its employees, agents, contractors or invitees, is not authorized to bind or involve the Licensee in any contract or to incur any liability for or on the part of the Licensee.

If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

This License is to take effect as a sealed instrument.

LICENSOR: Town of Montague
By: Board of Selectmen

Date: _____

LICENSEE: _____

Authorized Signature

Title

Print Name

Date: _____



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Lew Collins - owner Between The Uprights

Address of applicant: 23 Avenue A Turners Falls, MA 01376

Phone # of applicant: 413-863-2882

Name of organization: Between The Uprights Sports Bar

Name of legally responsible person: Lew Collins - owner

Location of assembly: Front of Bar on Avenue A + 3 Great Falls Festival Vendor Spots in same location

Date of assembly: Sat. Oct 23, 2021

Time of assembly: Begin: 9AM - set up End: Midnight - 1AM Breakdown

Number of expected participants: 100-150 outside in designated Area (outside Area will be open noon - mid

If a procession/parade: (music will be 1pm-3pm and 4pm-8pm no music outside After 8pm) late closing is for security of not having to have so many people inside or leave at once)

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: This request is for our Annual Outdoor Party w/ Live Music & Alcohol served & consumed outside in this designated area during Great Falls Festival. Area will be enclosed & have ample security to ensure it is run proper as it has for every festival so far.

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$3 Million Group.

Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

FEE \$ _____

TOWN OF MONTAGUE

Special License

A Special License is granted to

Between the Uprights

Name

23 Avenue A Turners Falls, MA 01376

Address

for the purpose of

having an outdoor fenced in Area in front of Bar
+ 3 Rented Vendor spaces to have outdoor Live Music

with Customers allowed to drink Alcohol within this Area
on during Great Falls Festival Date/Dates Sat Oct 23, 2021 from noon - midnight.
Set up Begins 9 AM, Breakdown will be finished by midnight Also.

Special Conditions

Proof of insurance liquor liability - Attached

This license is granted in conformity with the Statutes and Ordinances relating thereto,

and expires _____ unless sooner suspended or revoked.

Date _____

CHIEF OF POLICE

BOARD OF SELECTMEN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2021

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

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

| | | | |
|---|--|--|--|
| PRODUCER Partridge-Zschau Insurance Agency, Inc. 25 Millers Falls Road Turners Falls MA 01376 | | CONTACT NAME: Jonathan Zschau PHONE (A/C, No, Ext): (413) 863-4331 E-MAIL ADDRESS: jzschau@pzinc.com FAX (A/C, No): (413) 863-9426 | |
| INSURED Between the Uprights LLC 23 Avenue A Turners Falls MA 01376 | | INSURER(S) AFFORDING COVERAGE INSURER A: NIF GROUP, INC. NAIC # 0017 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: CL219810328

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | CPS7404117 | 08/01/2021 | 08/01/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Liquor Liability | | | CPS7404117 | 08/01/2021 | 08/01/2022 | Each Common Cause 1,000,000 Aggregate 2,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

Town of Montague
 Board of Selectment
 1 Avenue A
 Turners Falls MA 01376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

7A

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment**: Select Board Meeting Date: 9/20/2021

Authorized Signature: _____

Board Authorizing **Wages**: Select Board Meeting Date: 9/20/2021

Authorized Signature: _____

General Information:

Full name of employee: Tucker, Cameron Department: DPW Title: Grounds
Effective date of hire: 10/12/2021

New Hire:

Permanent: x Y N If temporary, estimated length of service: _____

Hours per Week: 40 Union: U.E.

Wages:

Union: U.E.

Wages: Grade C Step 4 Wage Rate: \$20.75/hour (annual/ hourly)

Notes:

Copies to:

_____ Employee

_____ Treasurer

_____ Town Clerk

_____ Department

_____ Accountant

_____ Board of Selectmen

_____ Retirement Board

7B

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment**: Select Board Meeting Date: 9/20/2021

Authorized Signature: _____

Board Authorizing **Wages**: Select Board Meeting Date: 9/20/2021

Authorized Signature: _____

General Information:

Full name of employee: Roy Dennis Department: DPW Title: Mechanic
Effective date of hire: 10/12/2021

New Hire:

Permanent: Y N If temporary, estimated length of service: _____

Hours per Week: 40 Union: U.E.

Wages:

Union: U.E.

Wages: Grade D Step 3 Wage Rate: \$22.06/hour (annual/ hourly)

Notes:

Copies to:

_____ Employee

_____ Treasurer

_____ Town Clerk

_____ Department

_____ Accountant

_____ Board of Selectmen

_____ Retirement Board

Name: OBEAR, ROBERT

79

MONTAGUE APPOINTED OFFICIAL

NAME: ROBERT OBEAR

DATE: 9/20/2021

COMMITTEE: ZONING BOARD OF APPEALS

TERM: 9 MONTHS

TERM EXPIRATION: 6/30/2022

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 09/20/21

ROBERT OBEAR personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the ZONING BOARD OF APPEALS according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

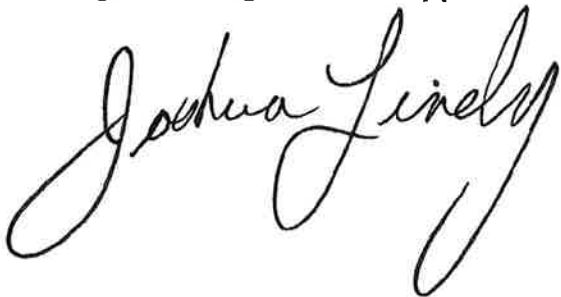
August 24th, 2021

Joshua Lively
194 Turnpike Rd
Montague MA]
01351

Dear Montague Selectboard,

I am recommending Bob Obear to be appointed as an alternate Zoning Board Member. Bob has served on both the Planning Board and CIC and is very much qualified to serve on the ZBA.

Joshua Lively
Montague Zoning Board of Appeals Chair.

A handwritten signature in black ink that reads "Joshua Lively". The signature is written in a cursive style with large, flowing loops.

KarenCasey-Chretien-Montague Building Department

From: Bob Obear <rgobear@gmail.com>
Sent: Wednesday, August 18, 2021 4:29 PM
To: KarenCasey-Chretien-Montague Building Department
Subject: Zba position

I would like to fill whatever available seat is open on the zoning board of appeals

Best,

Robert Obear
Obear Construction Co Inc.



8A

FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY
214 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781

AUTHORIZATION TO DISBURSE No. 6

**TOWN OF MONTAGUE FY19 (6C)
SPINNER PARK RESTORATION PROJECT
Contractor: Sciaba Construction Corporation
1801 Main Street
Walpole, MA 02081-1433**

Date: September 20, 2021

| | |
|---------------------------|------------------|
| Original Contract Amount: | \$282,200.00 |
| Addenda | 24,942.26 |
| Total Contract | 307,142.26 |
| Total Paid to Date: | 255,599.65 |
| Balance: | 51,542.61 |
| This Invoice: | 36,185.50 |
| Balance: | 15,357.11 |

Work Items Complete:

| | |
|--|------------------------------------|
| See attached Application & Certification for Payment for period to: 08/31/21 | FY2019 CDBG \$36,185.50 |
|--|------------------------------------|

I have reviewed this invoice on September 16, 2021 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ 36,185.50.

Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Town of Montague
One Avenue A
Turner Falls, MA 01376

PROJECT:
Spinner Park Restoration
One Avenue A, Turner Falls, MA
FY 19 CDBG

FROM CONTRACTOR:
Sociaba Construction Corporation
1801 Main street
Walpole, MA-02081

VIA ARCHITECT:
The Berkshire design grouping
4 Allen Place
Northampton, MA 01060

ALA DOCUMENT G702

APPLICATION NO: 6

PAGE 1 OF 4 PAGES

PERIOD TO: 07/21/21

PROJECT NO: FY 19 CDBG

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR: SPINNER PARK RESTORATION

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

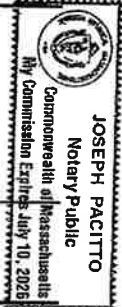
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

| | | |
|---|----|------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 282,200.00 |
| 2. Net change by Change Orders | \$ | 24,942.26 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | 307,142.26 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 269,052.26 |
| 5. RETAINAGE: | | |
| a. 5 % of Completed Work (Column D + E on G703) | \$ | 13,452.61 |
| b. % of Stored Material (Column F on G703) | \$ | |
| Total Retainage (Lines 5a + 5b or Total in Column J of G703) | \$ | 13,452.61 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 255,599.65 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 229,298.90 |
| 8. CURRENT PAYMENT DUE | \$ | 26,300.75 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 51,542.61 |

CONTRACTOR:

By: T. Smith Date: 7/22/21
State of: Massachusetts County of: Norfolk
Subscribed and sworn to before me this 22nd day of July 2021
Notary Public: Joe [Signature]
My Commission expires: 7/10/2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-------------|------------|
| Total changes approved in previous months by Owner | \$24,942.26 | |
| Total approved this Month | | |
| TOTALS | | |
| NET CHANGES by Change Order | \$24,942.26 | |

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6
 APPLICATION DATE: 7/21/21
 PERIOD TO: 7/21/21
 ARCHITECT'S PROJECT NO: FY 19 CDBG

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+B+E) | H % (G + C) | I BALANCE TO FINISH (C - G) | J RETAINAGE (IF VARIABLE RATE) |
|------------------|--|-------------------------|---|-------------------|---|---|-------------------|--------------------------------------|---|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| | General Conditions | | | | | | | | |
| 1.01 | Mobilization | \$12,250.00 | \$12,250.00 | \$0.00 | \$0.00 | \$12,250.00 | 100.00% | \$0.00 | \$612.50 |
| 1.02 | Bonds & Insurance | \$5,200.00 | \$5,200.00 | \$0.00 | \$0.00 | \$5,200.00 | 100.00% | \$0.00 | \$260.00 |
| 1.03 | Supervision | \$8,000.00 | \$6,000.00 | \$800.00 | \$0.00 | \$6,800.00 | 85.00% | \$1,200.00 | \$340.00 |
| 1.04 | Project Management | \$3,500.00 | \$2,625.00 | \$350.00 | \$0.00 | \$2,975.00 | 85.00% | \$525.00 | \$148.75 |
| 1.06 | Field Survey & Equipment | \$5,000.00 | \$3,750.00 | \$500.00 | \$0.00 | \$4,250.00 | 85.00% | \$750.00 | \$212.50 |
| 1.07 | Temporary Fence | \$2,750.00 | \$2,750.00 | \$0.00 | \$0.00 | \$2,750.00 | 100.00% | \$0.00 | \$137.50 |
| 1.09 | Storage Container | \$750.00 | \$750.00 | \$0.00 | \$0.00 | \$750.00 | 100.00% | \$0.00 | \$37.50 |
| 1.10 | Privy | \$700.00 | \$525.00 | \$70.00 | \$0.00 | \$595.00 | 85.00% | \$105.00 | \$29.75 |
| 1.11 | Dumpster & Clean | \$800.00 | \$600.00 | \$80.00 | \$0.00 | \$680.00 | 85.00% | \$120.00 | \$34.00 |
| 1.12 | Generate Initial Schedule | \$3,000.00 | \$3,000.00 | \$0.00 | \$0.00 | \$3,000.00 | 100.00% | \$0.00 | \$150.00 |
| 1.13 | Schedule Updates | \$600.00 | \$450.00 | \$60.00 | \$0.00 | \$510.00 | 85.00% | \$90.00 | \$25.50 |
| 1.14 | Procure | \$2,500.00 | \$1,875.00 | \$250.00 | \$0.00 | \$2,125.00 | 85.00% | \$375.00 | \$106.25 |
| 1.15 | As-Builts | \$750.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$750.00 | \$0.00 |
| 1.16 | Submittals & Mockup | \$1,500.00 | \$1,350.00 | \$75.00 | \$0.00 | \$1,425.00 | 95.00% | \$75.00 | \$71.25 |
| 1.17 | Demobilization | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,500.00 | \$0.00 |
| | Sub-total | \$49,800.00 | \$41,125.00 | \$2,185.00 | \$0.00 | \$43,310.00 | 86.97% | \$6,490.00 | \$2,165.50 |
| 31-2000 | Site Preparation & Demolition | | | | | | | | |
| | Silk sacks | \$500.00 | \$500.00 | \$0.00 | \$0.00 | \$500.00 | 100.00% | \$0.00 | \$25.00 |
| | Sawcutting | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| | Disconnect Power, Lights & Poles & Stockpile | \$1,000.00 | \$1,000.00 | \$0.00 | \$0.00 | \$1,000.00 | 100.00% | \$0.00 | \$50.00 |
| | Remove & Store Site Furnishings | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| | Remove & Dispose Light Poles | \$4,000.00 | \$4,000.00 | \$0.00 | \$0.00 | \$4,000.00 | 100.00% | \$0.00 | \$200.00 |
| | Remove & Dispose Bituminous Concrete | \$4,000.00 | \$4,000.00 | \$0.00 | \$0.00 | \$4,000.00 | 100.00% | \$0.00 | \$200.00 |
| | Remove & Dispose Retaining Walls | \$4,000.00 | \$4,000.00 | \$0.00 | \$0.00 | \$4,000.00 | 100.00% | \$0.00 | \$200.00 |
| | Remove & Dispose Existing Concrete Sidewalk | \$4,000.00 | \$4,000.00 | \$0.00 | \$0.00 | \$4,000.00 | 100.00% | \$0.00 | \$200.00 |
| | Cut & Remove Trees | \$1,500.00 | \$1,500.00 | \$0.00 | \$0.00 | \$1,500.00 | 100.00% | \$0.00 | \$75.00 |
| | Remove & Dispose Misc. Site Items | \$1,500.00 | \$1,500.00 | \$0.00 | \$0.00 | \$1,500.00 | 100.00% | \$0.00 | \$75.00 |
| | Protect Existing Sculpture & Plaque | \$3,000.00 | \$3,000.00 | \$0.00 | \$0.00 | \$3,000.00 | 100.00% | \$0.00 | \$150.00 |
| | Sub-total | \$27,500.00 | \$27,500.00 | \$0.00 | \$0.00 | \$27,500.00 | 100.00% | \$0.00 | \$1,375.00 |
| 31-5001 | Excavation, Filling & Grading | | | | | | | | |
| | Strip & Stockpile Topsoil | \$4,000.00 | \$4,000.00 | \$0.00 | \$0.00 | \$4,000.00 | 100.00% | \$0.00 | \$200.00 |
| | Exterior rough grading, cutting & filling | \$5,000.00 | \$5,000.00 | \$0.00 | \$0.00 | \$5,000.00 | 100.00% | \$0.00 | \$250.00 |
| | Furnish & install gravel for footings | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | \$2,500.00 | 100.00% | \$0.00 | \$125.00 |
| | Sub-total | \$11,500.00 | \$11,500.00 | \$0.00 | \$0.00 | \$11,500.00 | 100.00% | \$0.00 | \$575.00 |
| | SHEET TOTAL | \$88,800.00 | \$80,125.00 | \$2,185.00 | \$0.00 | \$82,310.00 | 92.69% | \$6,490.00 | \$4,115.50 |

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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APPLICATION NO: 6
 APPLICATION DATE: 7/21/21
 PERIOD TO: 7/21/21
 ARCHITECT'S PROJECT NO: FY 19 CDBG

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H % (G+C) | I BALANCE TO FINISH (C-G) | J RETAINAGE (IF VARIABLE RATE) |
|---------------|---|----------------------|-----------------------------------|-------------------|---|---|---------------|------------------------------|-----------------------------------|
| | | | FROM PREVIOUS APPLICATION (D + B) | THIS PERIOD | | | | | |
| | Balance forward | \$88,800.00 | \$80,125.00 | \$2,185.00 | \$0.00 | \$82,310.00 | 92.69% | \$6,490.00 | \$4,115.50 |
| 32-1216 | Bituminous Concrete Paving | | | | | | | | |
| | Furnish & Install Gravel Base | \$1,000.00 | \$750.00 | \$250.00 | \$0.00 | \$1,000.00 | 100.00% | \$0.00 | \$50.00 |
| | Furnish & Install Bituminous Concrete Paving | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 | \$0.00 |
| | Sub-total | \$3,000.00 | \$750.00 | \$250.00 | \$0.00 | \$1,000.00 | 33.33% | \$2,000.00 | \$50.00 |
| 32-1300 | Cast-in-place Concrete | | | | | | | | |
| | Furnish & Install form work | \$1,500.00 | \$1,500.00 | \$0.00 | \$0.00 | \$1,500.00 | 100.00% | \$0.00 | \$75.00 |
| | Furnish & Install Rebar & wire reinforcement | \$1,200.00 | \$1,200.00 | \$0.00 | \$0.00 | \$1,200.00 | 100.00% | \$0.00 | \$60.00 |
| | Furnish & Install Joint Sealants & Expansion Joints | \$1,300.00 | \$1,300.00 | \$0.00 | \$0.00 | \$1,300.00 | 100.00% | \$0.00 | \$65.00 |
| | Furnish & Install Concrete | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| | Sub-total | \$6,000.00 | \$6,000.00 | \$0.00 | \$0.00 | \$6,000.00 | 100.00% | \$0.00 | \$300.00 |
| 32-1313 | Fiber Reinforced Concrete Sidewalk | | | | | | | | |
| | Furnish & Install form work | \$5,000.00 | \$1,500.00 | \$1,000.00 | \$0.00 | \$2,500.00 | 50.00% | \$2,500.00 | \$125.00 |
| | Furnish & Install reinforcement and dowels | \$3,000.00 | \$900.00 | \$600.00 | \$0.00 | \$1,500.00 | 50.00% | \$1,500.00 | \$75.00 |
| | Furnish & Install Concrete | \$1,500.00 | \$450.00 | \$300.00 | \$0.00 | \$750.00 | 50.00% | \$750.00 | \$37.50 |
| | Furnish & Install Expansion & Isolation Joints | \$3,000.00 | \$450.00 | \$300.00 | \$0.00 | \$750.00 | 25.00% | \$2,250.00 | \$37.50 |
| | Furnish & Install Joint & Concrete Sealant | \$3,000.00 | \$450.00 | \$300.00 | \$0.00 | \$750.00 | 25.00% | \$2,250.00 | \$37.50 |
| | Sub-total | \$15,500.00 | \$3,750.00 | \$2,500.00 | \$0.00 | \$6,250.00 | 40.32% | \$9,250.00 | \$312.50 |
| 32-1400 | Unit Paving | | | | | | | | |
| | Furnish & Install Setting Bed | \$2,000.00 | \$800.00 | \$1,200.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| | Furnish Pavers | \$15,000.00 | \$15,000.00 | \$0.00 | \$0.00 | \$15,000.00 | 100.00% | \$0.00 | \$750.00 |
| | Install Pavers | \$10,000.00 | \$2,500.00 | \$3,000.00 | \$0.00 | \$5,500.00 | 55.00% | \$4,500.00 | \$275.00 |
| | Sub-total | \$27,000.00 | \$16,300.00 | \$4,200.00 | \$0.00 | \$22,500.00 | 85.33% | \$4,500.00 | \$1,125.00 |
| 32-2000 | Site Improvements | | | | | | | | |
| | Furnish & Install Construction Sign | \$1,600.00 | \$1,600.00 | \$0.00 | \$0.00 | \$1,600.00 | 100.00% | \$0.00 | \$80.00 |
| | Furnish 6' Benches | \$3,800.00 | \$3,800.00 | \$0.00 | \$0.00 | \$3,800.00 | 100.00% | \$0.00 | \$190.00 |
| | Install 6' benches | \$1,200.00 | \$600.00 | \$300.00 | \$0.00 | \$900.00 | 75.00% | \$300.00 | \$45.00 |
| | Furnish 8' Benches | \$3,800.00 | \$3,800.00 | \$0.00 | \$0.00 | \$3,800.00 | 100.00% | \$0.00 | \$190.00 |
| | Install 8' Benches | \$1,200.00 | \$600.00 | \$300.00 | \$0.00 | \$900.00 | 75.00% | \$300.00 | \$45.00 |
| | Furnish Granite Seat wall blocks & Granite Curb | \$48,000.00 | \$48,000.00 | \$0.00 | \$0.00 | \$48,000.00 | 100.00% | \$0.00 | \$2,400.00 |
| | Sub-total | \$59,600.00 | \$28,400.00 | \$600.00 | \$0.00 | \$29,000.00 | 48.59% | \$600.00 | \$2,950.00 |
| | SHEET TOTAL | \$199,900.00 | \$167,325.00 | \$9,735.00 | \$0.00 | \$177,060.00 | 88.57% | \$22,840.00 | \$8,853.00 |

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 4 OF 4 PAGES

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6
APPLICATION DATE: 7/21/21
PERIOD TO: 7/20/21
ARCHITECT'S PROJECT NO:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H % (G+C) | I BALANCE TO FINISH (C-G) | J RETAINAGE (IF VARIABLE RATE) |
|---------------|---|----------------------|-----------------------------------|--------------------|---|---|----------------|------------------------------|-----------------------------------|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| | Balance Forward | \$199,900.00 | \$167,315.00 | \$9,755.00 | \$0.00 | \$177,060.00 | 88.57% | \$22,840.00 | \$8,853.00 |
| | Install Granite Seat wall & Granite curb | \$3,900.00 | \$3,900.00 | \$0.00 | \$0.00 | \$3,900.00 | 100.00% | \$0.00 | \$195.00 |
| | Furnish Decorative Anti-Skate Guard | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| | Install Decorative Anti-Skate Guard | \$1,000.00 | \$1,500.00 | \$250.00 | \$0.00 | \$400.00 | 40.00% | \$600.00 | \$20.00 |
| | Furnish Trash Receptacles | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$4,000.00 | \$0.00 |
| | Install Trash Receptacle | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,200.00 | \$0.00 |
| | Reinstall Plaque | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,200.00 | \$0.00 |
| | Reinstall base for sculpture | \$1,600.00 | \$1,600.00 | \$0.00 | \$0.00 | \$1,600.00 | 100.00% | \$0.00 | \$80.00 |
| | Furnish & Install Hose Bib | \$1,000.00 | \$1,000.00 | \$0.00 | \$0.00 | \$1,000.00 | 100.00% | \$0.00 | \$50.00 |
| | Sub-total | \$15,900.00 | \$8,650.00 | \$250.00 | \$0.00 | \$8,900.00 | 55.97% | \$7,000.00 | \$445.00 |
| 32-9300 | Planting | | | | | | | | |
| | Furnish & Install Loam & Fertilizers | \$4,400.00 | \$4,400.00 | \$0.00 | \$0.00 | \$4,400.00 | 100.00% | \$0.00 | \$220.00 |
| | Furnish Plants | \$10,000.00 | \$10,000.00 | \$0.00 | \$0.00 | \$10,000.00 | 100.00% | \$0.00 | \$500.00 |
| | Install Plants | \$6,000.00 | \$3,000.00 | \$3,000.00 | \$0.00 | \$6,000.00 | 100.00% | \$0.00 | \$300.00 |
| | Sub-total | \$20,400.00 | \$17,400.00 | \$3,000.00 | \$0.00 | \$20,400.00 | 100.00% | \$0.00 | \$1,020.00 |
| 33-4100 | Storm Drainage | | | | | | | | |
| | Furnish & Install drainage pipe | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| | Furnish & Install drain structures | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| | Furnish & Install fittings & Bends | \$3,000.00 | \$3,000.00 | \$0.00 | \$0.00 | \$3,000.00 | 100.00% | \$0.00 | \$150.00 |
| | Furnish & Install Castings | \$1,500.00 | \$1,500.00 | \$0.00 | \$0.00 | \$1,500.00 | 100.00% | \$0.00 | \$75.00 |
| | Test drainage system | \$1,500.00 | \$1,500.00 | \$0.00 | \$0.00 | \$1,500.00 | 100.00% | \$0.00 | \$75.00 |
| | Sub-total | \$10,000.00 | \$10,000.00 | \$0.00 | \$0.00 | \$10,000.00 | 100.00% | \$0.00 | \$500.00 |
| 26-1000 | Site Electrical | | | | | | | | |
| | Furnish & Install new Panel boards | \$2,000.00 | \$1,000.00 | \$1,000.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| | Furnish & Install new feeders | \$2,000.00 | \$1,000.00 | \$1,000.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| | Furnish & Install new junction boxes | \$3,500.00 | \$1,750.00 | \$1,750.00 | \$0.00 | \$3,500.00 | 100.00% | \$0.00 | \$175.00 |
| | Furnish & Install Light bollards | \$12,000.00 | \$6,000.00 | \$6,000.00 | \$0.00 | \$12,000.00 | 100.00% | \$0.00 | \$600.00 |
| | Furnish & Install Light poles | \$12,000.00 | \$2,400.00 | \$3,600.00 | \$0.00 | \$6,000.00 | 50.00% | \$6,000.00 | \$300.00 |
| | Furnish & Install sleeves, hangers and misc. Products | \$3,000.00 | \$600.00 | \$900.00 | \$0.00 | \$1,500.00 | 50.00% | \$1,500.00 | \$75.00 |
| | Furnish & Install New self contained meter socket | \$500.00 | \$100.00 | \$150.00 | \$0.00 | \$250.00 | 50.00% | \$250.00 | \$12.50 |
| | Testing & Warranty | \$1,000.00 | \$200.00 | \$300.00 | \$0.00 | \$500.00 | 50.00% | \$500.00 | \$25.00 |
| | Sub-total | \$36,000.00 | \$13,050.00 | \$14,700.00 | \$0.00 | \$27,750.00 | 77.08% | \$8,250.00 | \$1,387.50 |
| | Grand Total | \$282,200.00 | \$216,425.00 | \$27,685.00 | \$0.00 | \$244,110.00 | 86.50% | \$38,090.00 | \$12,205.50 |

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 6 OF 6 PAGES

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6
 APPLICATION DATE: 7/21/21
 PERIOD TO: 7/20/21
 ARCHITECT'S PROJECT NO:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H % (G+C) | I BALANCE TO FINISH (C-G) | J RETAINAGE (IF VARIABLE RATE) |
|------------------|--------------------------|-------------------------|---|--------------------|---|---|-----------------|------------------------------------|---|
| | | | FROM PREVIOUS APPLICATION (D + B) | THIS PERIOD | | | | | |
| | Balance Forward | \$287,200.00 | \$216,425.00 | \$27,685.00 | \$0.00 | \$244,110.00 | 86.50% | \$38,090.00 | \$12,205.50 |
| | Change Order # 1 | | | | | | | | |
| | Electric Line Protection | \$24,942.26 | \$24,942.26 | \$0.00 | \$0.00 | \$24,942.26 | 100.00% | \$0.00 | \$1,247.11 |
| | TOTAL | \$307,142.26 | \$216,425.00 | \$27,685.00 | \$0.00 | \$269,052.26 | 87.60% | \$38,090.00 | \$13,452.61 |

8B

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Spinner Park Restoration Project; Avenue A, Turners Falls, MA

CONTRACTOR: Sciaba Construction Corporation

CONTRACT DATE: March 30, 2020

TENTATIVE LIST OF ITEMS TO BE CORRECTED OR COMPLETED:

SEE ATTACHED:
Punch List prepared by Berkshire Design Group, Inc.
Dated: September 16, 2021

DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified part of a project is the date when construction is sufficiently completed, in accordance with the contract documents, so that the project or specified part of the project can be utilized for the purpose for which it was intended.

TO: Town of Montague

And TO: Franklin County Regional Housing and Redevelopment Authority (HRA)

Date of Substantial Completion: September 16, 2021

The work under this contract has been inspected by authorized representatives of the Owner and Contractor and the project is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all work in accordance with the contract documents.

TOWN OF MONTAGUE

Chair, Board of Selectmen

Date

SCIABA CONSTRUCTION CORPORATION

Authorized Representative

Date

The Contractor accepts the above Certificate of Substantial Completion and Agrees to complete and correct the items on the tentative list.

SCIABA CONSTRUCTION CORPORATION

Owner

Date

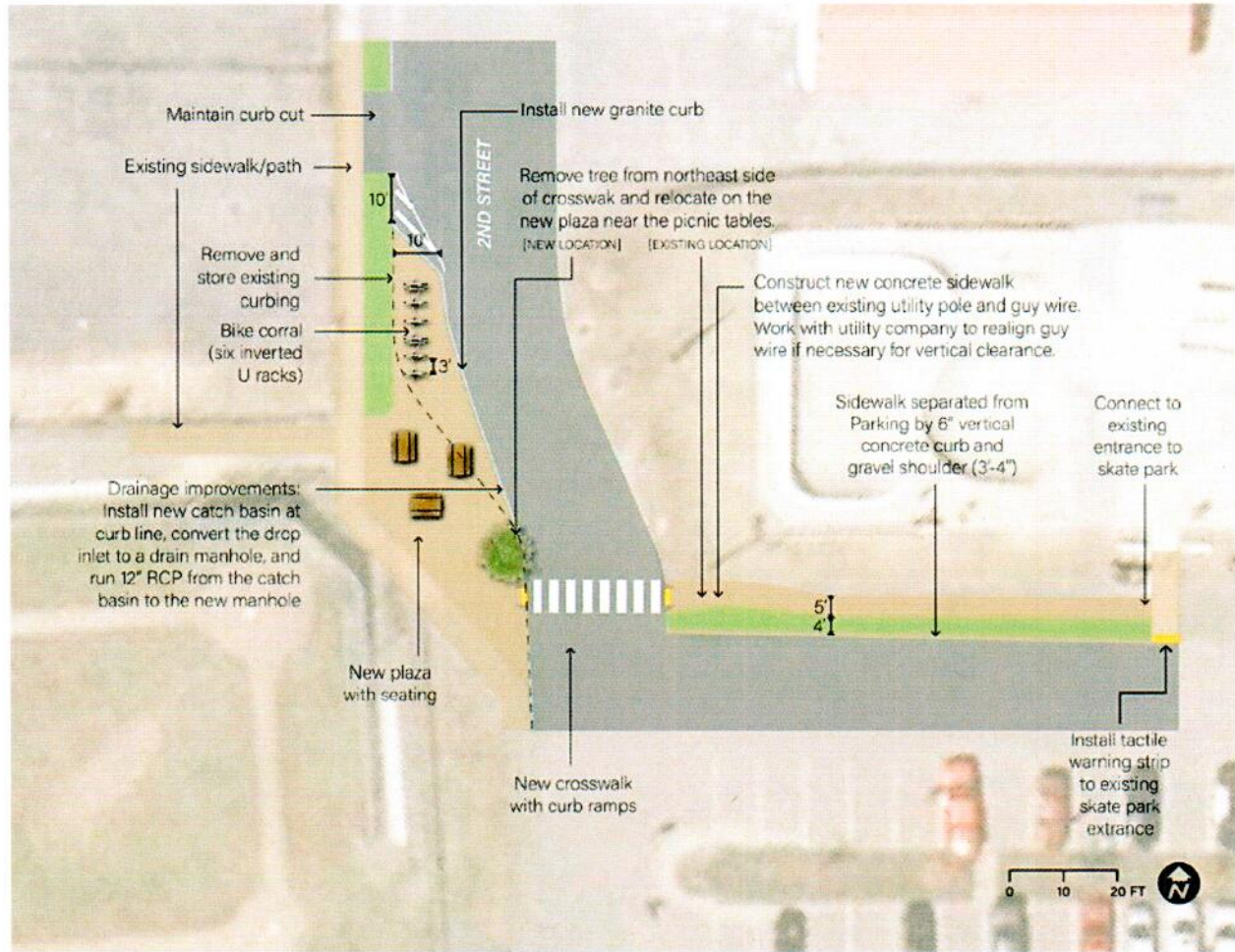
EXCEPTIONS AS TO GUARANTEES AND WARRANTIES: N/A

SPECIAL GUARANTEES AND WARRANTIES:

Landscape Work Section

ATTACHMENTS:

Punch List prepared by Berkshire Design Group, Inc.



PLAN



Franklin Regional Council of Governments

MONTAGUE SHARED STREETS BID
BID OPENING SEPTEMBER 10, 2021 AT ~~2PM~~ 11 AM

BID TABULATION

| SUBMISSION FROM | BID PRICE |
|--|--------------|
| Taylor Davis Landscaping Amherst MA | \$ 66,075.55 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

We attest that these are the submissions received this day.

Andrea Woods
ANDREA WOODS, CPO

Liz Jacobson-Carroll 9-10-21
LIZ JACOBSON-CARROLL, ADMIN.

Franklin Regional Council of Governments

Addendum 1 Form for General Bid Page 3

Ed Severance
Bidder's Name

| <u>ITEM NO.</u> | <u>ITEM</u> | <u>UNIT</u> | <u>QTY.</u> | <u>UNIT COST</u> | <u>TOTAL BID</u> |
|------------------------|--|-------------|-------------|------------------|--------------------|
| | Tactile pad | ea | 3 | \$575.00 | \$1725.00 |
| | 5' Wide Cement Concrete Walk | lf | 100 | \$81.25 | \$8125.00 |
| 520 | Concrete Curb | lf | 100 | \$47.25 | \$470.25 |
| 156 | Crushed Stone for Disturbed Area Adjacent to Walk (6 in depth) | ton | 2 | \$30.45 | \$60.90 |
| 866.112 | Thermoplastic Striping 12' | lf | 98 | \$32.80 | \$3214.40 |
| | Accessible Ramps | ea | 2 | \$1375.00 | \$2750.00 |
| | Cement Concrete Plaza | SF | 1400 | \$16.02 | \$22,750.00 |
| | Bike Racks (inverted U Type) | ea | 6 | \$1400.00 | \$8400.00 |
| 866.106 | 6' Wide Edge Line | lf | 30 | \$10.00 | \$300.00 |
| | Raise Drop Inlet. Add Catchbasin and Connecting Pipe | ea | 1 | \$6050.00 | \$6050.00 |
| | Barrels and Cones for Traffic Management | days | 20 | \$75.00 | \$1500.00 |
| | Guy Wire Adjustment | ea | 1 | \$400.00 | \$400.00 |
| | Tree Relocation (Replacement) | ea | 1 | \$1500.00 | \$1500.00 |
| 505 | Straight Granite Curb | lf | 50 | \$ 63.00 | \$3150.00 |
| 506.1 | Curved Granite Curb | lf | 30 | \$63.00 | \$5040.00 |
| 590 | Remote and Stack Existing Curb | lf | 80 | \$8.00 | \$640.00 |
| Grand Total Bid | | | | | \$66,075.55 |


In words, please write the Grand Total Amount: **Sixty-six thousand seventy-five dollars and twenty-five cents** _____

Ed Severance
Bidder's Name

I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in this bid and MassDOT standards and agree to the standard terms and conditions of the sample contract attached.

The BIDDER acknowledges receipt of the following addenda:

No. 1, dated 9/3, 2021
No. _____, dated _____, 2021
No. _____, dated _____, 2021
No. _____, dated _____, 2021

Authorized Signature 
Company Name * Taylor Davis Landscaping & Construction Company

Printed Name Ed Severance

Date 9/8/2021

Postal Address 577 West St. Amherst MA

Email Address edseverance@tcl-us.com

Zip Code 01004

Phone (413) 256-0870



Montague Selectboard

Town of Montague

One Avenue A

Turners Falls, MA 01376

(413) 863-3200 xt. 110

September 14, 2021

Taylor Davis Landscape and Construction Company
577 West St
Amherst, MA 01002
Attn: Ed Severance

RE: Notice to Proceed: Montague 2021 Shared Streets Project: Unity Park Gateway

Dear Mr. Severance,

The Town of Montague, acting through its Selectboard, has authorized the issuance of this letter as a "Notice to Proceed" for the Montague 2021 Shared Streets project for the Unity Park Gateway under the terms of the bid received by Taylor Davis Landscaping & Construction Company on 9/10/21 with a total bid price of \$66,075.55

Accordingly, and through mutual agreement, the effective date of project commencement is September 21, 2021.

DPW Superintendent Thomas Bergeron will serve as In-Field Project Manager for the Town and provide on-site supervision and response to construction related questions. Town Planner Walter Ramsey will serve as administrative manager for the project. All documents should be sent to his attention including but not limited to shop drawings, RFI, payment requisitions, and weekly payroll reports. Walter will be in touch about contracting and setting up a kickoff meeting. The town looks forward to working with you again on Unity Park.

For the MONTAGUE SELECTBOARD,

Richard Kuklewicz
Montague Selectboard Chair

AGREEMENT

THIS AGREEMENT made this 20th day of September in the year Two Thousand and Twenty One, between TAYLOR DAVIS LANDSCAPING AND CONSTRUCTION COMPANY, with a usual place of business at 577 WEST ST. AMHERST, MA 01004 PH 413-256-0870, hereinafter called the CONTRACTOR, and the TOWN of MONTAGUE, acting by its Board of Selectmen, with a usual place of business at 1 Avenue A, Turners Falls, MA 01376, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the MONTAGUE SHARED STREETS PROJECT 2021 Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The Contract Documents (Section 11, herein), Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$66,075.55 (SIXTY SIX THOUSAND SEVENTY FIVE DOLLARS AND FIFTY FIVE CENTS) _____.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before THE END OF THE 2021 CONSTRUCTION SEASON.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time

fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: not applicable. Contractors who do not perform and complete the work on time risk poor reference for future work by the Town of Montague or procured through FRCOG.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor. Approval or review of any documents plans specifications or drawings by the Owner shall not relieve the Contractor of its duties and obligations hereunder.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it

has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

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

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

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

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

G. **Drawings, Specifications and Submittals:**

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

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

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data

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

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

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

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable Federal and State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein. Said participation goals shall apply in each job category on this project including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers and those classes of work enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.

6. Site Information Not Guaranteed; Contractor's Investigation

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

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

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There ___ is x is not a project engineer for this project. Work to be completed with direction from Town of Montague personnel except as otherwise designated by the Town.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within thirty (30) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have thirty (30) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.

2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within fourteen (14) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.

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

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Owner or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidders
- This Contract Form
- Bid Form
- Performance Bond
- Labor & Materials Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Drug Free Workplace Policy
- Supplementary General Conditions, if any
- Specifications and Addenda
- Contract Drawings
- Schedule of Prevailing Wages

12. Terms Required By Law

12.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30, section 39 et. seq. - Public Works Contracts

12.2 Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

12.4 The Contractor shall keep itself fully informed of all existing and future State and Federal Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Owner. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Owner and its duly appointed agents against any claim or liability arising from or based on any violation whether by Contractor, its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

13. Indemnification

a. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the Owner, and its respective duly elected or appointed officials, agents and employees (referred to collectively as "Owners") from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any subcontractor of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Owner, that otherwise may exist under statute or in law or equity.

b. Contractor assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the Owner from all demands made against the Owner by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with

the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph “a” above.

c. The Contractor shall defend, indemnify, and hold harmless the Owner from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to **Fair Labor Standards Act and Massachusetts Prevailing Wage Law**.

d. The indemnification obligations of the Contractor and subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or subcontractor under any federal or state law.

e. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Owner all reasonable attorney fees, costs and other litigation expenses incurred by the Owner in enforcing its rights as a result of said breach in addition to any damages for said breach.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

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

.7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The Contractor shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 13.00 (INDEMNITY). All insurance shall be by insurers and for policy limits acceptable to Owner and, before commencement of work hereunder, the Contractor agrees to furnish Owner with certificates of insurance or other evidence satisfactory to Owner to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

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

COVERAGE LIMITS OF LIABILITY

| | |
|---|--|
| Worker's Compensation | Statutory |
| Employer's Liability | \$500,000.00 |
| Automobile Liability | \$1,000,000.00 combined single limit for bodily injury and property damage |
| Contractor's Commercial General Liability | \$1,000,000.00 each occurrence \$2,000,000.00 aggregate |
| Excess Umbrella Liability | \$1,000,000 |

Town shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

Except for Workmen's Compensation, all liability coverage shall name the Owner as an additional insured and shall provide for 30 days prior written notice to the Owner of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all satisfactory Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

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

B. ACCESS TO RECORDS

Contractor will make all books, accounts, data, records, reports, files and other papers, things or property, that relate to its activities under this Contract, available at all reasonable times for inspection, review and audit by the Owner, its authorized representative, the Inspector General of the Commonwealth, or the Auditor of the Commonwealth. The Commonwealth reserve the right of the Governor or his designee, the Secretary of Administration and Finance and the State Auditor or his designee, at reasonable times and upon reasonable notice to examine the books, records, and other compilative data of the Contractor which pertain to the performance of the provisions and requirements of this Contract as provided by Executive Order 195.

C. RIGHTS AND REMEDIES

Owner's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

D. CONFLICT OF INTEREST

Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

E. JURISDICTION

This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only within the County of Franklin, Massachusetts.

F. MODIFICATION, WAIVER OR CHANGE

No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto.

G. ASSIGNMENT

Owner and Contractor recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

H. SUCCESSORS AND ASSIGNS

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

I. ENTIRE UNDERSTANDING

This Contract, together with the attachments hereto, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

J. SEVERABILITY/INTERPRETATION

In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the

Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

K. OWNERSHIP OF DOCUMENTS

The parties agree that all documents created for the project by the Contractor shall belong to the Owner.

L. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

M. The compensation provided by this Contract is subject to the continued availability of funds for the services provided for herein.

N. The Contractor by its signature certifies that it has a drug free workplace and policy.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF MONTAGUE, MASSACHUSETTS
(Owner)

By its _____

CONTRACTOR
TAYLOR DAVIS LANDSCAPING AND CONSTRUCTION CO:

By _____

(Name)

(Title)

(Address)

(City and State)

Certification of Drug-Free Workplace

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

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

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

Signature: _____

ATTACHMENT A – INVITATION FOR BIDS AND ADDENDUM



2021 Shared Streets Project Montague, Massachusetts



INVITATION FOR BIDS 20210910

CONTACT INFORMATION:

ON BEHALF OF THE TOWN OF MONTAGUE:

ANDREA WOODS, MCPPO
CHIEF PROCUREMENT OFFICER
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

12 Olive Street, Suite 2
Greenfield, MA 01301

email: bids@frcog.org

bid docs available at <https://frcog.org/bids>

413-774-3167 X104
FAX: 413-774-3169

12 Olive Street, Suite 2, Greenfield, MA 01301 phone 413-774-3167 fax 413-774-3169 www.frcog.org

Agreement for Services

Montague Shared Streets 2021

**INVITATION FOR BIDS
TOWN OF MONTAGUE - SHARED STREETS 2021
FRCOG IFB 20210910**

The Franklin Regional Council of Governments (FRCOG) will accept sealed bids on behalf of the Town of Montague for Shared Streets Improvements.

The sealed bids, plainly marked "**Montague – Shared Streets 2021 Bid**" in the lower left hand corner of the envelope will be received by the Franklin Regional Council of Governments, 12 Olive St. Suite 2, Greenfield, MA 01301, until **SEPTEMBER 10, 2021 at 11AM**, at which time they will be publicly opened and read.

Wage rates for this bid are subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive. This bid is being undertaken per MGL Ch 30 §39M requiring a 5% bid bond/deposit and 50% Labor and Materials Payment Bond.

Specifications and plans for the bid and bid instructions are available for download from <https://frcog.org/bids>. Downloading from this site will allow for automatic notifications of any addenda or clarifications.

There is a non-mandatory, but highly encouraged prebid meeting scheduled for this project on AUGUST 31, 2021 AT 11AM, starting at 147 Second Street, Turners Falls, MA

Qualified bidders who are Minority/Women/Disadvantaged Owned Business Enterprises (M/W/D/BE) are encouraged to apply. Other qualified bidders are encouraged to partner with disadvantaged businesses. The awarded contractor shall endeavor to meet Workforce Participation Goal Requirements under M.G.L. c. 149, § 44A(2)(G) which are currently 6.9% for women and 15.3% for minorities. For more information, see <https://www.mass.gov/administrative-bulletin/equal-opportunity-and-non-discrimination-on-state-and-state-assisted>. A listing of disadvantaged businesses can be found at <https://www.mass.gov/orgs/supplier-diversity-office-sdo>.

The Town of Montague is the awarding authority and reserves the right to accept or reject any or all bids in total or in part as they may deem in the best public interest.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

By: *Andrea Woods, Chief Procurement Officer*

August 25, 2021

The Franklin Regional Council of Governments (FRCOG) and the Town do not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

12 Olive Street, Suite 2, Greenfield, MA 01301 phone 413-774-3167 fax 413-774-3169 www.frcog.org

Advertisement for Public Works Construction Services (MGL Ch 30, §39M)

**Shared Streets Project
Montague, MA**

| | |
|--------------------------------|-----------------|
| ☐ GREENFIELD RECORDER | August 25, 2021 |
| ☐ FRCOG Webpage | August 25, 2021 |
| ☐ Posted at MONTAGUE Town Hall | August 25, 2021 |
| ☐ Central Register | August 25, 2021 |
| ☐ CommBUYS | August 25, 2021 |

CRITICAL DATES

| | |
|----------------------------------|--------------------------|
| Non Mandatory Prebid Meeting | August 31, 2021 at 11am. |
| Written Questions Accepted until | September 2, 2021 at 4pm |
| Addenda Issued by | September 7, 2021 |

| | |
|--|-----------------------------------|
| Deadline for Bid Submissions/Public Bid Opening | September 10, 2021 at 11am |
|--|-----------------------------------|

APPROXIMATE DATES

| | |
|-------------------|---------------------------------|
| Contract Executed | September 17, 2021 |
| Work Started | September 20, 2021 |
| Work Completed by | End of 2021 construction season |



PROJECT DESCRIPTION SUMMARY

The Work is a Commonwealth of Massachusetts grant funded Shared Streets project to improve Turners Falls Unity Park Connectivity per the attached Special Provisions.

The overall proposed project involves traffic calming measures and safety improvements in order to provide crosswalk and downtown gateway enhancements around Unity Park and the 2nd Street Skatepark. The scope of work involves sidewalks and crosswalks and extends curbing to reclaim more space for pedestrians and improve connectivity adjacent residential neighborhoods.

All work is to be completed during the 2021 Construction Season.

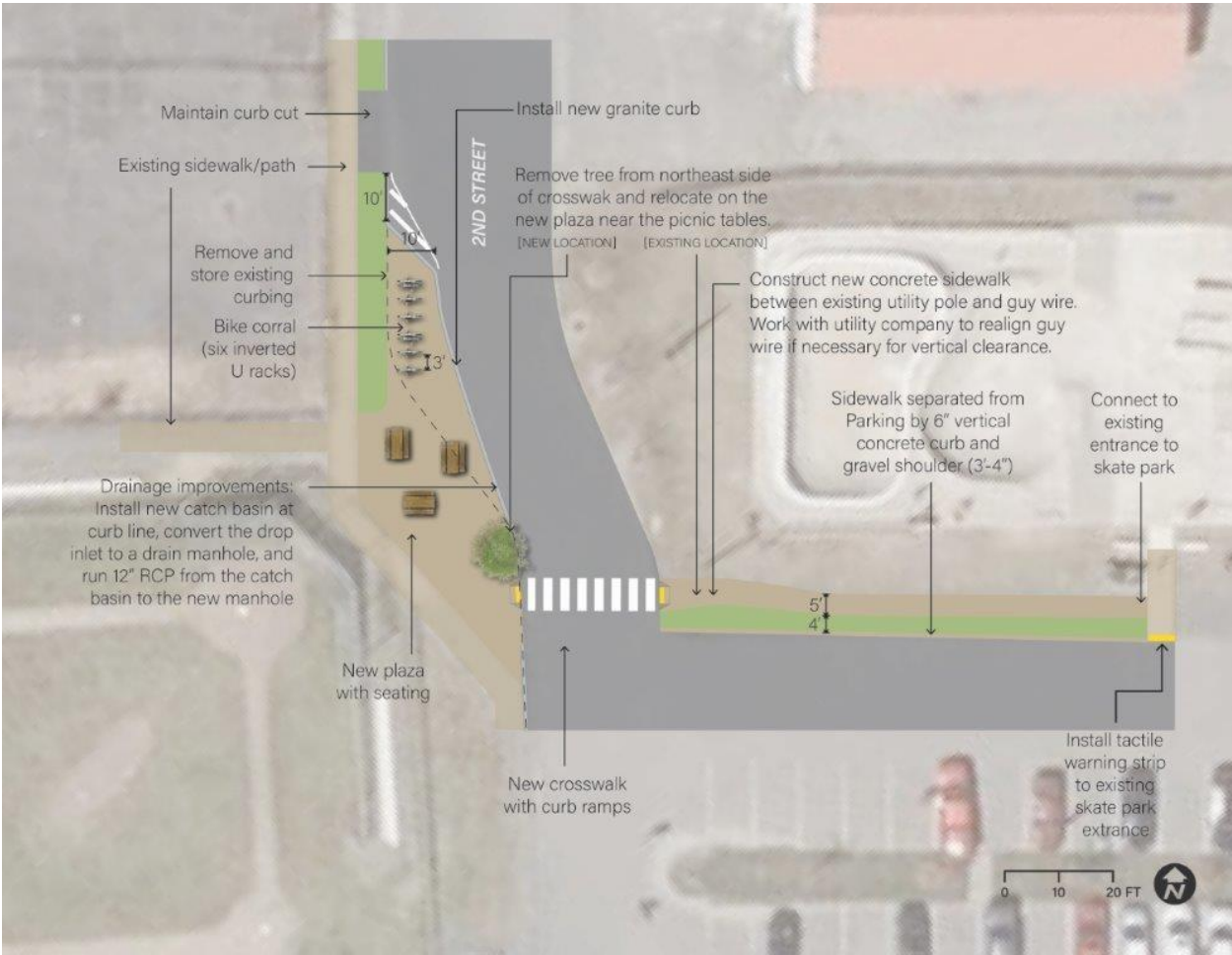
TECHNICAL SPECIFICATIONS

Contractor will:

- 1 Upgrade skate park walkway
- 2 Install new sidewalk with berm between 2nd Street and skate park
- 3 Install 2nd Street crosswalk (ladder style) and accessible ramps
- 4 Install new plaza with seating and bike racks. 2nd Street transition taper
- 5 Rebuild drainage system in plaza area
- 6 Traffic management
- 7 Guy wire adjustment and tree replacement
- 8 Install new curb along south side of realigned 2nd Street

UNITY PARK GATEWAY



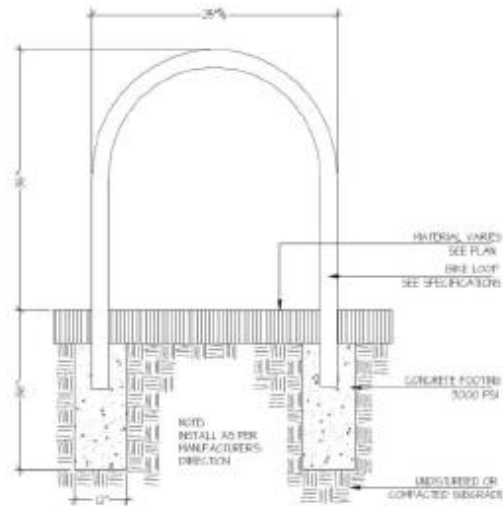


MONTAGUE PROPOSED MASSDOT SHARED STREETS: MATERIAL SPECI

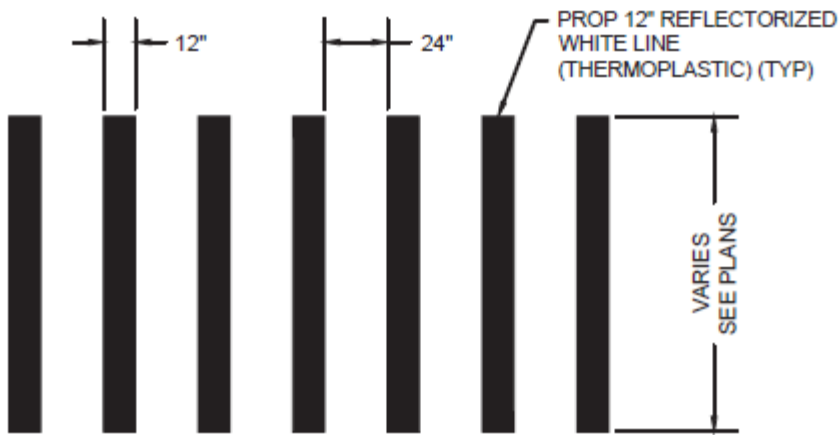
Bike Loops

The bike loops illustrated below were selected for their strength and styling. These bike loops offer flexibility without being intrusive to the streetscape. Their inconspicuous style will not detract from the main pedestrian route.

Manufacturer: Madrax
Model No: Madrax UX190-IG-P
Pipe: 1.5" Schedule 40 Iron
0.148" Wall thickness
Coating: 0.125" PVC jacket applied
to primed surface; black
Capacity: 2 Bicycles
Representative: Madrax
2210 Pinehurst Drive
Middleton, WI 53562
(800) 448-7931



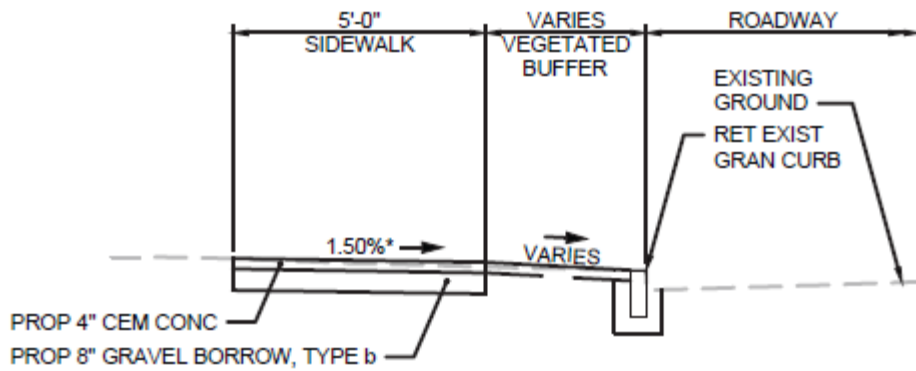
BICYCLE LOOPS



NOTE: MARKING SHALL BE ALIGNED WITH THE DIRECTION OF TRAFFIC AS SHOWN ON THE CONSTRUCTION PLANS.

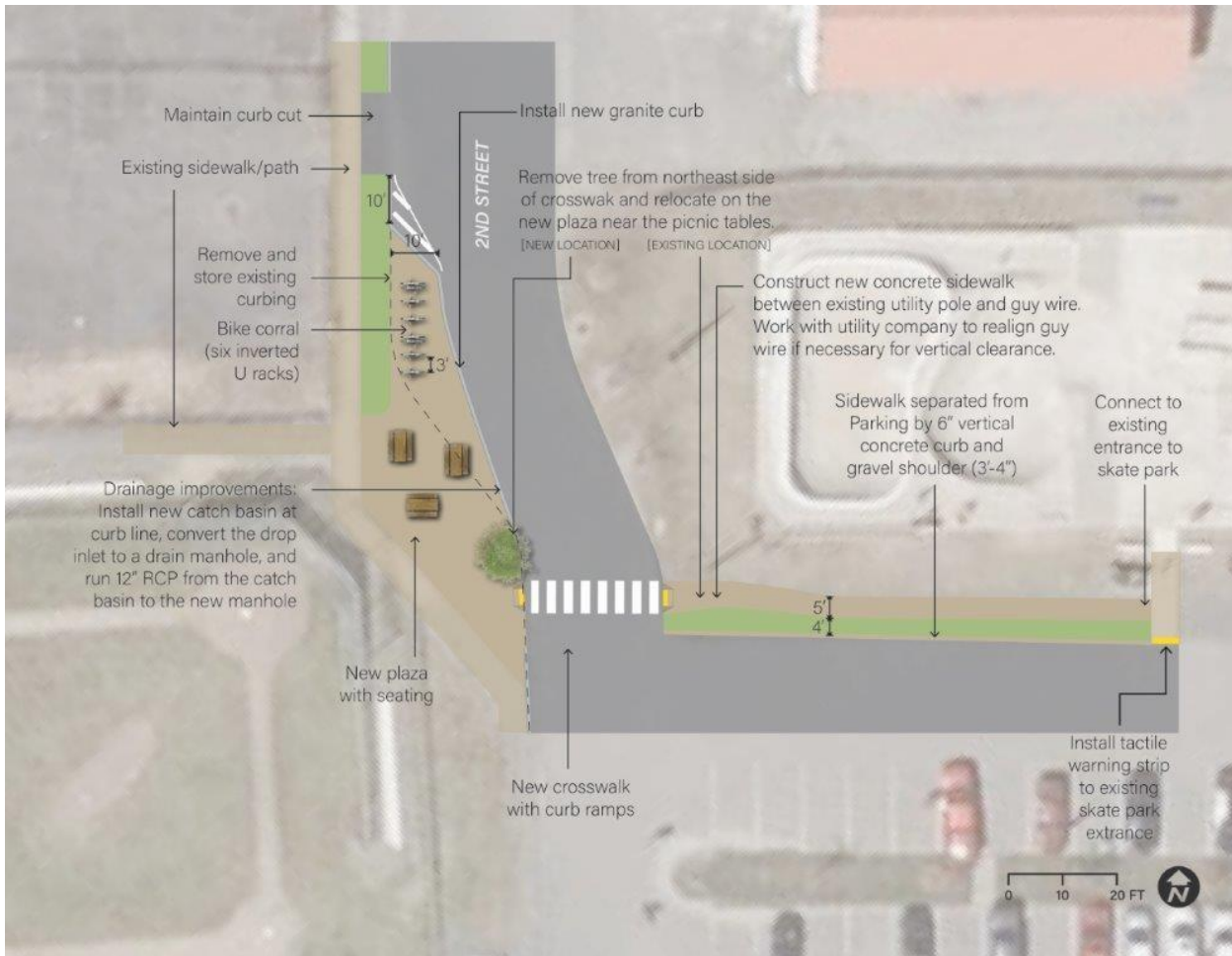
CROSSWALK MARKING DETAIL

NOT TO SCALE



TYPICAL SIDEWALK SECTION

NOT TO SCALE



PLAN

**TOWN OF MONTAGUE
SHARED STREETS
FRCOG Bid No. 20210910**

GENERAL INSTRUCTIONS TO BIDDERS

1. All bids must contain a filled out signed BID FORM and include the required Tax/Corporate Status. Minor defects on a bid submittal may be waived by the Chief Procurement Officer as long as the error or variation is not prejudicial or preferential to the other bidders and that it may be corrected without affect upon substantive elements of the bid such as, but not limited to, price, quality, payment terms or delivery schedule. Resolution will be determined by the Chief Procurement Officer.
2. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the Chief Procurement Officer. Conditional bids will not be accepted. Any bid arriving after the time and date of bid opening will not be accepted. A 5% Bid Bond/Deposit payable to the Town of Montague in the form of a bank/cashier's check or bond issued by a MA licensed Surety registered with the IRS is also required.
3. As the TOWN OF MONTAGUE is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
4. A bidder will be held to the terms and the prices on the bid form for the duration of the contract period if a contract is signed by both parties within 30 days from bid opening.
5. The TOWN reserves the right to reject any and all bids, in total or in part.
6. The bidder will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.
7. The contractor will be required to indemnify and hold harmless the TOWN OF MONTAGUE for all damages to life and property that may occur due to contractor's negligence or that of his/her employees, subcontractors, etc., during the contract.
8. If in the judgment of the TOWN OF MONTAGUE, any property is needlessly damaged by an act or omission of the contractor, the amount of damages will be deducted from money due the contractor or may be recovered from said contractor in legal action.
9. Any restrictions, qualifications, or deviations from specifications must appear either on the bid form or on an attachment thereto.
10. A contract will be signed between the awarded bidder and the TOWN OF MONTAGUE. **A sample contract is attached.** Any provisions of the contract that cannot be met by a prospective bidder must be brought to the attention of the FRCOG during the open question period, otherwise submittal of a bid constitutes acceptance of the Town's standard terms and conditions.
11. Once bids are opened, the FRCOG Chief Procurement Officer will forward the information to the Town and the Town's Consulting Engineer for review.
12. The contract(s) resulting from this bid will be awarded to the lowest responsible and responsive bidder based upon bid price, past performance and reliability of the bidder, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid form. In the event of identical and

responsible low bids, the Contractor with an office in Franklin County, MA will be chosen. If neither bidder has an office in Franklin County, a coin toss overseen by the Chief Procurement Officer will determine the award. Alternates will be evaluated in their order and as budget allows, some or all Alternates will be taken.

13. Any questions about the technical specifications of the project or the bid process must be directed to FRCOG's Chief Procurement Officer via written question (email bids@frcog.org) and all prospective bidders will be notified if an addendum is required.
14. The FRCOG will in no way be responsible for the actions of the TOWN or CONTRACTOR. Payments of invoices will be made within 30 days upon receipt of invoice by each town which requested services.
15. The Chief Procurement Officer will be available to answer any general questions about bid procedure, etc., but no question will be answered that in any way could give an unfair advantage to a bidder. All inquiries concerning this bid should be directed to:

Andrea Woods, Chief Procurement Officer
Franklin Regional Council of Governments
12 Olive Street, Suite 2
Greenfield, MA 01301
EMAIL bids@frcog.org 413-774-3167x104

16. The FRCOG and the TOWN OF MONTAGUE do not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who may need auxiliary aids should call the Council office.
17. Awards will be based on the estimated quantities provided times the price submitted. The responsive and responsible contractor whose total is lowest for the combination of all items will be awarded unless the Town has a legitimate reason to not award to that particular vendor per MGL Ch30 §39M.
18. The project is being partially funded by the Massachusetts Dept. of Transportation Complete Streets Grant Program and is subject to all the provisions of the grant. The project may be cancelled if funding becomes unavailable.
19. **OSHA Certification is Required**

All contractors working on public works projects will be required to certify that ALL employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees OSHA 10- hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid, but must be available upon request.

20 Contract execution will be conditioned upon producing:

An insurance certificate as outlined on the INSURANCE REQUIREMENTS page and a 100% Labor and Materials Payment Bond and 100% Performance Bond.

Failure or refusal of the successful bidder to execute and deliver a Signed Contract, Certificate of Insurance, and Bonds acceptable to the Chief Procurement Officer within five days after notice of contract award will result in the forfeiture of the 5% Bid Bond as Liquidated Damages. The Contract may be awarded to the next lowest qualified bidder or the IFB re-advertised, if the Town believes it is in the best public interest.

21.

INSURANCE REQUIREMENTS

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 Council and before commencement of work hereunder the Contractor agrees to furnish the Council certificates of insurance or other evidence satisfactory to the Council 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 minimum amounts specified below:

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

The TOWN OF MONTAGUE shall be named as an additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Checklist of Required Signed Submittals:

- Bid Form
- Tax/Corporate Status
- 5% Bid Bond/Deposit Payable to the Town of Montague



Franklin Regional
Council of Governments

2021 Shared Streets Project Montague, Massachusetts



ADDENDUM 1 – SEPTEMBER 3, 2021

INVITATION FOR BIDS 20210910

CONTACT INFORMATION:

ON BEHALF OF THE TOWN OF MONTAGUE:

ANDREA WOODS, MCPPO
CHIEF PROCUREMENT OFFICER
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

12 Olive Street, Suite 2
Greenfield, MA 01301

email: bids@frcog.org

bid docs available at <https://frcog.org/bids>

413-774-3168 X104
FAX: 413-774-3169

12 Olive Street, Suite 2, Greenfield, MA 01301 phone 413-774-3167 fax 413-774-3169 www.frcog.org

**INVITATION FOR BIDS
TOWN OF MONTAGUE - SHARED STREETS 2021
FRCOG IFB 20210910**

1) On the bid form the Cement Concrete Plaza should be measured in SF not LF
SEE REVISED ADDENDUM 1 BID FORM

2) Question: Will the town accept a new tree instead of a relocation of the existing tree?

Answer: Yes, the Town would accept a replacement tree. Min 3" caliper black tupelo or black gum or similar substitute on Montagues list of acceptable street trees.

All other provisions of the bid remain unchanged.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

By: *Andrea Woods, Chief Procurement Officer*
September 3, 2021

ATTACHMENT B - BIDDER'S SUBMISSION

Ed Severance
Bidder's Name

**ADDENDUM 1
FORM FOR GENERAL BID
MONTAGUE SHARED STREETS IMPROVEMENTS 2021
IFB 20210910**

To the Town of Montague, Massachusetts, (hereinafter called the "Owner") acting through its Selectboard, duly authorized therefore, who act solely for said Town and without personal liability to themselves.

Ladies/Gentlemen:

The undersigned Ed Severance, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the Invitation for Bids and the Specifications (and amendments thereto); and s/he bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Bid, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have twenty-one (21) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Bids if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Bid Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder agrees that activities not expressly mentioned in these specifications for Lump Sum Work, but involved in carrying out their intent are will be performed the same as though they were specifically mentioned, described, and delineated - including the provision of incidental equipment and supplies.

The Bidder certifies that all materials meet or exceed the requirements of the bid specifications and they are licensed to perform the services in the Commonwealth of Massachusetts and that workmanship is warranted for at least one year.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, the Bidder certifies under the penalties of perjury that, to the best of their knowledge and belief, they are in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Addendum 1 Form for General Bid Page 2

| |
|--------------------------------------|
| <u>Ed Severance</u> Bidder's Name |
|--------------------------------------|

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

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

The undersigned certifies that all of their employees who will be employed at the work site have successfully passed the **OSHA approved 10-hour safety course**, and we have proof on file. They also certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The Bidder will take in full payment, therefore, the following price, to wit:

(rest of page intentionally left blank)

Addendum 1 Form for General Bid Page 3

Ed Severance
Bidder's Name

| <i>ITEM NO.</i> | <i>ITEM</i> | <i>UNIT</i> | <i>QTY.</i> | <i>UNIT COST</i> | <i>TOTAL BID</i> |
|------------------------|--|-------------|-------------|------------------|--------------------|
| | Tactile pad | ea | 3 | \$575.00 | \$1725.00 |
| | 5' Wide Cement Concrete Walk | lf | 100 | \$81.25 | \$8125.00 |
| 520 | Concrete Curb | lf | 100 | \$47.25 | \$470.25 |
| 156 | Crushed Stone for Disturbed Area Adjacent to Walk (6 in depth) | ton | 2 | \$30.45 | \$60.90 |
| 866.112 | Thermoplastic Striping 12' | lf | 98 | \$32.80 | \$3214.40 |
| | Accessible Ramps | ea | 2 | \$1375.00 | \$2750.00 |
| | Cement Concrete Plaza | SF | 1400 | \$16.02 | \$22,750.00 |
| | Bike Racks (inverted U Type) | ea | 6 | \$1400.00 | \$8400.00 |
| 866.106 | 6' Wide Edge Line | lf | 30 | \$10.00 | \$300.00 |
| | Raise Drop Inlet. Add Catchbasin and Connecting Pipe | ea | 1 | \$6050.00 | \$6050.00 |
| | Barrels and Cones for Traffic Management | days | 20 | \$75.00 | \$1500.00 |
| | Guy Wire Adjustment | ea | 1 | \$400.00 | \$400.00 |
| | Tree Relocation (Replacement) | ea | 1 | \$1500.00 | \$1500.00 |
| 505 | Straight Granite Curb | lf | 50 | \$ 63.00 | \$3150.00 |
| 506.1 | Curved Granite Curb | lf | 30 | \$63.00 | \$5040.00 |
| 590 | Remote and Stack Existing Curb | lf | 80 | \$8.00 | \$640.00 |
| Grand Total Bid | | | | | \$66,075.55 |

In words, please write the Grand Total Amount: **Sixty-six thousand seventy-five dollars and twenty-five cents** _____


Form for General Bid Page 4

Ed Severance
Bidder's Name

I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in this bid and MassDOT standards and agree to the standard terms and conditions of the sample contract attached.

The BIDDER acknowledges receipt of the following addenda:

- No. 1, dated 9/3, 2021
- No. _____, dated _____, 2021
- No. _____, dated _____, 2021
- No. _____, dated _____, 2021

Authorized Signature 
Company Name * Taylor Davis Landscaping & Construction Company

Printed Name Ed Severance

Date 9/8/2021

Postal Address 577 West St. Amherst MA

Email Address edseverance@tlc-us.com

Zip Code 01004

Phone (413) 256-0870

AUTHORIZED SIGNATORY

At a regularly called meeting of the Board of Directors of the Taylor Davis Landscape Company Inc, a Massachusetts corporation, held at 577 West St in Amherst on September 7th 2021, at which a quorum was present, it was VOTED, that Edward Severance, estimator of this company, is hereby authorized to execute contracts, certified payroll and other forms and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such manager under seal of this company shall be valid and binding upon this company.

A True Copy Attest:

Clerk: *Karen Davis*
(signature)

Taylor Davis
(print name)

Taylor Davis Landscape Company

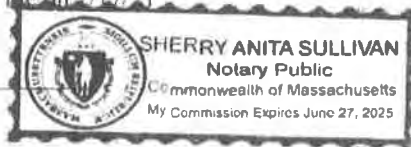
Inc. 9-8-21

I, Taylor Davis hereby certify that I am the Clerk of the Taylor Davis Landscape Company Inc. and that Karen Davis is the duly elected president of said company, and that the above vote has not been amended or rescinded and remains in full force and as of this date.

Clerk *Taylor Davis*
(Corporate Seal)

Taylor Davis personally appeared before me on 2/17/21

[Signature]
Notary Public
My Commission expires: 6/27/25



**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

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

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

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

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

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

COMPLETE AND SIGN BELOW:



Authorized Person's Signature

9/8/2021

Date

Ed Severance Estimator

Print Name & Title of Signatory

Taylor Davis Landscape & Construction Co.

Name of Contractor



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY
PREVAILING WAGE PROGRAM
www.mass.gov/dos/pw

ATTACHMENT C
PREVAILING WAGES
The Massachusetts Prevailing Wage Law
M.G.L. c. 149, §§26-27

NOTICE TO AWARDING AUTHORITIES

The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project.

You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.

The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.

Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.

The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.

All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to DAT, 19 Staniford Street, Floor 1, P.O. Box 146759, Boston, MA 02114.

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years from the date of completion of the project.

Each such contractor or subcontractor shall furnish to the awarding authority directly within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form.

STATEMENT OF COMPLIANCE

_____, 20_____

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

do hereby state:

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

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

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

Signature _____
Title _____

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



| | | | |
|----------------------------|----------------------------|--------------------------------|-----------------------------|
| Company's Name: | Address: | Phone No.: | Payroll No.: |
| | | | |
| Employer's Signature: | Title: | Contract No: | Tax Payer ID Number |
| | | | |
| Awarding Authority's Name: | Public Works Project Name: | Public Works Project Location: | Min. Wage Rate Sheet Number |
| | | | |

| General / Prime Contractor's Name: | | Subcontractor's Name: | | "Employer" Hourly Fringe Benefit Contributions | | | | | | | | | | | | | | | |
|------------------------------------|----------------------|-----------------------------------|----------------|--|-----|-----|-----|-----|-----|-----|--------------------------------------|----------------------|--------------------------------|------------------------|------------------|-----------------------------|-------------------|---------------------|---------------|
| | | | | | | | | | | | | | | | | | | | |
| Employee Name & Complete Address | Work Classification: | Employee is OSHA 10 certified (?) | Appr. Rate (%) | Hours Worked | | | | | | | Project Hours (A) All Other Hours | Hourly Base Wage (B) | Health & Welfare Insurance (C) | ERISA Pension Plan (D) | Supp. Unemp. (E) | Total Hourly Prev. Wage (F) | (B+C+D+E) (A x F) | | Check No. (H) |
| | | | | Su. | Mo. | Tu. | We. | Th. | Fr. | Sa. | | | | | | | Total Gross Wages | Project Gross Wages | |
| | | | | | | | | | | | | | | | | | | | |
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Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES NO

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

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

| |
|--|
| Date Received by Awarding Authority / / |
|--|



**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**

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Town of Montague
Contract Number: **City/Town:** MONTAGUE
Description of Work: Safety improvements to park entrance, cement concrete plaza, drainage work, granite curbing and sidewalk and line painting plus other ancillary work
Job Location: 2nd Street Area, Turners Falls

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 from the Department of Labor Standards (“DLS”) 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 any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person 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 DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- 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. Awarding authorities are required to request these updates 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, 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. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to 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. A sample of a payroll reporting form may be obtained at <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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- 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.

| 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> | 08/01/2021 | \$35.95 | \$13.41 | \$14.82 | \$0.00 | \$64.18 |
| | 12/01/2021 | \$35.95 | \$13.41 | \$16.01 | \$0.00 | \$65.37 |
| (3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 08/01/2021 | \$36.02 | \$13.41 | \$14.82 | \$0.00 | \$64.25 |
| | 12/01/2021 | \$36.02 | \$13.41 | \$16.01 | \$0.00 | \$65.44 |
| (4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 08/01/2021 | \$36.14 | \$13.41 | \$14.82 | \$0.00 | \$64.37 |
| | 12/01/2021 | \$36.14 | \$13.41 | \$16.01 | \$0.00 | \$65.56 |
| 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> | 06/01/2021 | \$33.00 | \$8.60 | \$15.99 | \$0.00 | \$57.59 |
| | 12/01/2021 | \$33.83 | \$8.60 | \$15.99 | \$0.00 | \$58.42 |
| | 06/01/2022 | \$34.45 | \$8.60 | \$15.99 | \$0.00 | \$59.04 |
| | 12/01/2022 | \$35.08 | \$8.60 | \$15.99 | \$0.00 | \$59.67 |
| | 06/01/2023 | \$35.70 | \$8.60 | \$15.99 | \$0.00 | \$60.29 |
| | 12/01/2023 | \$36.33 | \$8.60 | \$15.99 | \$0.00 | \$60.92 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i> | 06/01/2021 | \$33.00 | \$8.60 | \$13.93 | \$0.00 | \$55.53 |
| | 12/01/2021 | \$33.83 | \$8.60 | \$13.93 | \$0.00 | \$56.36 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |
| ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i> | 12/01/2020 | \$34.29 | \$12.80 | \$8.95 | \$0.00 | \$56.04 |
| ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$15.99 | \$0.00 | \$57.09 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$15.99 | \$0.00 | \$57.92 |
| | 06/01/2022 | \$33.95 | \$8.60 | \$15.99 | \$0.00 | \$58.54 |
| | 12/01/2022 | \$34.58 | \$8.60 | \$15.99 | \$0.00 | \$59.17 |
| | 06/01/2023 | \$35.20 | \$8.60 | \$15.99 | \$0.00 | \$59.79 |
| | 12/01/2023 | \$35.83 | \$8.60 | \$15.99 | \$0.00 | \$60.42 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$13.93 | \$0.00 | \$55.03 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$13.93 | \$0.00 | \$55.86 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |
| AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$37.04 | \$12.47 | \$14.50 | \$0.00 | \$64.01 |
| | 12/01/2021 | \$37.87 | \$12.47 | \$14.50 | \$0.00 | \$64.84 |
| | 06/01/2022 | \$38.74 | \$12.47 | \$14.50 | \$0.00 | \$65.71 |
| | 12/01/2022 | \$39.62 | \$12.47 | \$14.50 | \$0.00 | \$66.59 |
| | 06/01/2023 | \$40.57 | \$12.47 | \$14.50 | \$0.00 | \$67.54 |
| | 12/01/2023 | \$41.52 | \$12.47 | \$14.50 | \$0.00 | \$68.49 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$37.04 | \$12.47 | \$14.50 | \$0.00 | \$64.01 |
| | 12/01/2021 | \$37.87 | \$12.47 | \$14.50 | \$0.00 | \$64.84 |
| | 06/01/2022 | \$38.74 | \$12.47 | \$14.50 | \$0.00 | \$65.71 |
| | 12/01/2022 | \$39.62 | \$12.47 | \$14.50 | \$0.00 | \$66.59 |
| | 06/01/2023 | \$40.57 | \$12.47 | \$14.50 | \$0.00 | \$67.54 |
| | 12/01/2023 | \$41.52 | \$12.47 | \$14.50 | \$0.00 | \$68.49 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$15.99 | \$0.00 | \$57.09 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$15.99 | \$0.00 | \$57.92 |
| | 06/01/2022 | \$33.95 | \$8.60 | \$15.99 | \$0.00 | \$58.54 |
| | 12/01/2022 | \$34.58 | \$8.60 | \$15.99 | \$0.00 | \$59.17 |
| | 06/01/2023 | \$35.20 | \$8.60 | \$15.99 | \$0.00 | \$59.79 |
| | 12/01/2023 | \$35.83 | \$8.60 | \$15.99 | \$0.00 | \$60.42 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$36.51 | \$12.47 | \$14.50 | \$0.00 | \$63.48 |
| | 12/01/2021 | \$37.34 | \$12.47 | \$14.50 | \$0.00 | \$64.31 |
| | 06/01/2022 | \$38.21 | \$12.47 | \$14.50 | \$0.00 | \$65.18 |
| | 12/01/2022 | \$39.09 | \$12.47 | \$14.50 | \$0.00 | \$66.06 |
| | 06/01/2023 | \$40.04 | \$12.47 | \$14.50 | \$0.00 | \$67.01 |
| | 12/01/2023 | \$40.99 | \$12.47 | \$14.50 | \$0.00 | \$67.96 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$33.00 | \$8.60 | \$15.99 | \$0.00 | \$57.59 |
| | 12/01/2021 | \$33.83 | \$8.60 | \$15.99 | \$0.00 | \$58.42 |
| | 06/01/2022 | \$34.45 | \$8.60 | \$15.99 | \$0.00 | \$59.04 |
| | 12/01/2022 | \$35.08 | \$8.60 | \$15.99 | \$0.00 | \$59.67 |
| | 06/01/2023 | \$35.70 | \$8.60 | \$15.99 | \$0.00 | \$60.29 |
| | 12/01/2023 | \$36.33 | \$8.60 | \$15.99 | \$0.00 | \$60.92 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i> | 06/01/2021 | \$33.00 | \$8.60 | \$13.93 | \$0.00 | \$55.53 |
| | 12/01/2021 | \$33.83 | \$8.60 | \$13.93 | \$0.00 | \$56.36 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |
| BOILER MAKER <i>BOILERMAKERS LOCAL 29</i> | 01/01/2020 | \$46.10 | \$7.07 | \$17.98 | \$0.00 | \$71.15 |

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 65 | \$29.97 | \$7.07 | \$11.69 | \$0.00 | \$48.73 |
| 2 | 65 | \$29.97 | \$7.07 | \$11.69 | \$0.00 | \$48.73 |
| 3 | 70 | \$32.27 | \$7.07 | \$12.59 | \$0.00 | \$51.93 |
| 4 | 75 | \$34.58 | \$7.07 | \$13.49 | \$0.00 | \$55.14 |
| 5 | 80 | \$36.88 | \$7.07 | \$14.38 | \$0.00 | \$58.33 |
| 6 | 85 | \$39.19 | \$7.07 | \$15.29 | \$0.00 | \$61.55 |
| 7 | 90 | \$41.49 | \$7.07 | \$16.18 | \$0.00 | \$64.74 |
| 8 | 95 | \$43.80 | \$7.07 | \$17.09 | \$0.00 | \$67.96 |

Notes:

Apprentice to Journeyworker Ratio:1:4

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)</i> | 08/01/2021 | \$45.56 | \$11.39 | \$20.18 | \$0.00 | \$77.13 |
| | 02/01/2022 | \$46.09 | \$11.39 | \$20.18 | \$0.00 | \$77.66 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$22.78 | \$11.39 | \$20.18 | \$0.00 | \$54.35 |
| 2 | 60 | \$27.34 | \$11.39 | \$20.18 | \$0.00 | \$58.91 |
| 3 | 70 | \$31.89 | \$11.39 | \$20.18 | \$0.00 | \$63.46 |
| 4 | 80 | \$36.45 | \$11.39 | \$20.18 | \$0.00 | \$68.02 |
| 5 | 90 | \$41.00 | \$11.39 | \$20.18 | \$0.00 | \$72.57 |

Effective Date - 02/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$23.05 | \$11.39 | \$20.18 | \$0.00 | \$54.62 |
| 2 | 60 | \$27.65 | \$11.39 | \$20.18 | \$0.00 | \$59.22 |
| 3 | 70 | \$32.26 | \$11.39 | \$20.18 | \$0.00 | \$63.83 |
| 4 | 80 | \$36.87 | \$11.39 | \$20.18 | \$0.00 | \$68.44 |
| 5 | 90 | \$41.48 | \$11.39 | \$20.18 | \$0.00 | \$73.05 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING | 06/01/2021 | \$37.04 | \$12.47 | \$14.50 | \$0.00 | \$64.01 |
| ENGINEERS LOCAL 98 | 12/01/2021 | \$37.87 | \$12.47 | \$14.50 | \$0.00 | \$64.84 |
| | 06/01/2022 | \$38.74 | \$12.47 | \$14.50 | \$0.00 | \$65.71 |
| | 12/01/2022 | \$39.62 | \$12.47 | \$14.50 | \$0.00 | \$66.59 |
| | 06/01/2023 | \$40.57 | \$12.47 | \$14.50 | \$0.00 | \$67.54 |
| | 12/01/2023 | \$41.52 | \$12.47 | \$14.50 | \$0.00 | \$68.49 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE | 06/01/2021 | \$41.82 | \$8.60 | \$17.72 | \$0.00 | \$68.14 |
| | 12/01/2021 | \$42.83 | \$8.60 | \$17.72 | \$0.00 | \$69.15 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE | 06/01/2021 | \$40.67 | \$8.60 | \$17.72 | \$0.00 | \$66.99 |
| | 12/01/2021 | \$41.68 | \$8.60 | \$17.72 | \$0.00 | \$68.00 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE | 06/01/2021 | \$40.67 | \$8.60 | \$17.72 | \$0.00 | \$66.99 |
| | 12/01/2021 | \$41.68 | \$8.60 | \$17.72 | \$0.00 | \$68.00 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 3 (BUILDING & SITE) | 06/01/2021 | \$32.50 | \$8.60 | \$15.99 | \$0.00 | \$57.09 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$15.99 | \$0.00 | \$57.92 |
| | 06/01/2022 | \$33.95 | \$8.60 | \$15.99 | \$0.00 | \$58.54 |
| | 12/01/2022 | \$34.58 | \$8.60 | \$15.99 | \$0.00 | \$59.17 |
| | 06/01/2023 | \$35.20 | \$8.60 | \$15.99 | \$0.00 | \$59.79 |
| | 12/01/2023 | \$35.83 | \$8.60 | \$15.99 | \$0.00 | \$60.42 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| CARPENTER | 03/01/2021 | \$38.48 | \$7.84 | \$17.27 | \$0.00 | \$63.59 |
| <i>CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN</i> | 09/01/2021 | \$38.98 | \$7.84 | \$17.27 | \$0.00 | \$64.09 |
| | 03/01/2022 | \$39.48 | \$7.84 | \$17.27 | \$0.00 | \$64.59 |
| | 09/01/2022 | \$39.98 | \$7.84 | \$17.27 | \$0.00 | \$65.09 |
| | 03/01/2023 | \$40.48 | \$7.84 | \$17.27 | \$0.00 | \$65.59 |

Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin

Effective Date - 03/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$19.24 | \$7.84 | \$1.40 | \$0.00 | \$28.48 |
| 2 | 60 | \$23.09 | \$7.84 | \$1.40 | \$0.00 | \$32.33 |
| 3 | 70 | \$26.94 | \$7.84 | \$13.07 | \$0.00 | \$47.85 |
| 4 | 75 | \$28.86 | \$7.84 | \$13.07 | \$0.00 | \$49.77 |
| 5 | 80 | \$30.78 | \$7.84 | \$14.47 | \$0.00 | \$53.09 |
| 6 | 80 | \$30.78 | \$7.84 | \$14.47 | \$0.00 | \$53.09 |
| 7 | 90 | \$34.63 | \$7.84 | \$15.87 | \$0.00 | \$58.34 |
| 8 | 90 | \$34.63 | \$7.84 | \$15.87 | \$0.00 | \$58.34 |

Effective Date - 09/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$19.49 | \$7.84 | \$1.40 | \$0.00 | \$28.73 |
| 2 | 60 | \$23.39 | \$7.84 | \$1.40 | \$0.00 | \$32.63 |
| 3 | 70 | \$27.29 | \$7.84 | \$13.07 | \$0.00 | \$48.20 |
| 4 | 75 | \$29.24 | \$7.84 | \$13.07 | \$0.00 | \$50.15 |
| 5 | 80 | \$31.18 | \$7.84 | \$14.47 | \$0.00 | \$53.49 |
| 6 | 80 | \$31.18 | \$7.84 | \$14.47 | \$0.00 | \$53.49 |
| 7 | 90 | \$35.08 | \$7.84 | \$15.87 | \$0.00 | \$58.79 |
| 8 | 90 | \$35.08 | \$7.84 | \$15.87 | \$0.00 | \$58.79 |

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$26.54/ 3&4 \$31.76/ 5&6 \$49.23/ 7&8 \$54.48

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|---------------------------------------|------------|---------|--------|--------|--------|---------|
| CARPENTER WOOD FRAME | 04/01/2021 | \$23.16 | \$7.21 | \$4.80 | \$0.00 | \$35.17 |
| <i>CARPENTERS-ZONE 3 (Wood Frame)</i> | 04/01/2022 | \$23.66 | \$7.21 | \$4.80 | \$0.00 | \$35.67 |
| | 04/01/2023 | \$24.16 | \$7.21 | \$4.80 | \$0.00 | \$36.17 |

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$13.90 | \$7.21 | \$0.00 | \$0.00 | \$21.11 |
| 2 | 60 | \$13.90 | \$7.21 | \$0.00 | \$0.00 | \$21.11 |
| 3 | 65 | \$15.05 | \$7.21 | \$0.00 | \$0.00 | \$22.26 |
| 4 | 70 | \$16.21 | \$7.21 | \$0.00 | \$0.00 | \$23.42 |
| 5 | 75 | \$17.37 | \$7.21 | \$3.80 | \$0.00 | \$28.38 |
| 6 | 80 | \$18.53 | \$7.21 | \$3.80 | \$0.00 | \$29.54 |
| 7 | 85 | \$19.69 | \$7.21 | \$3.80 | \$0.00 | \$30.70 |
| 8 | 90 | \$20.84 | \$7.21 | \$3.80 | \$0.00 | \$31.85 |

Effective Date - 04/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$14.20 | \$7.21 | \$0.00 | \$0.00 | \$21.41 |
| 2 | 60 | \$14.20 | \$7.21 | \$0.00 | \$0.00 | \$21.41 |
| 3 | 65 | \$15.38 | \$7.21 | \$0.00 | \$0.00 | \$22.59 |
| 4 | 70 | \$16.56 | \$7.21 | \$0.00 | \$0.00 | \$23.77 |
| 5 | 75 | \$17.75 | \$7.21 | \$3.80 | \$0.00 | \$28.76 |
| 6 | 80 | \$18.93 | \$7.21 | \$3.80 | \$0.00 | \$29.94 |
| 7 | 85 | \$20.11 | \$7.21 | \$3.80 | \$0.00 | \$31.12 |
| 8 | 90 | \$21.29 | \$7.21 | \$3.80 | \$0.00 | \$32.30 |

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.63/ 3&4 \$19.95/ 5&6 \$27.22/ 7&8 \$29.54

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD) | 01/01/2020 | \$41.94 | \$12.70 | \$17.64 | \$0.62 | \$72.90 |
|---|------------|---------|---------|---------|--------|---------|

Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield

Effective Date - 01/01/2020

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$20.97 | \$12.70 | \$15.41 | \$0.00 | \$49.08 |
| 2 | 60 | \$25.16 | \$12.70 | \$17.64 | \$0.62 | \$56.12 |
| 3 | 65 | \$27.26 | \$12.70 | \$17.64 | \$0.62 | \$58.22 |
| 4 | 70 | \$29.36 | \$12.70 | \$17.64 | \$0.62 | \$60.32 |
| 5 | 75 | \$31.46 | \$12.70 | \$17.64 | \$0.62 | \$62.42 |
| 6 | 80 | \$33.55 | \$12.70 | \$17.64 | \$0.62 | \$64.51 |
| 7 | 90 | \$37.75 | \$12.70 | \$17.64 | \$0.62 | \$68.71 |

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> | 06/01/2021 | \$32.50 | \$8.60 | \$15.99 | \$0.00 | \$57.09 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$15.99 | \$0.00 | \$57.92 |
| | 06/01/2022 | \$33.95 | \$8.60 | \$15.99 | \$0.00 | \$58.54 |
| | 12/01/2022 | \$34.58 | \$8.60 | \$15.99 | \$0.00 | \$59.17 |
| | 06/01/2023 | \$35.20 | \$8.60 | \$15.99 | \$0.00 | \$59.79 |
| | 12/01/2023 | \$35.83 | \$8.60 | \$15.99 | \$0.00 | \$60.42 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$36.51 | \$12.47 | \$14.50 | \$0.00 | \$63.48 |
| | 12/01/2021 | \$37.34 | \$12.47 | \$14.50 | \$0.00 | \$64.31 |
| | 06/01/2022 | \$38.21 | \$12.47 | \$14.50 | \$0.00 | \$65.18 |
| | 12/01/2022 | \$39.09 | \$12.47 | \$14.50 | \$0.00 | \$66.06 |
| | 06/01/2023 | \$40.04 | \$12.47 | \$14.50 | \$0.00 | \$67.01 |
| | 12/01/2023 | \$40.99 | \$12.47 | \$14.50 | \$0.00 | \$67.96 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$40.54 | \$12.47 | \$14.50 | \$0.00 | \$67.51 |
| | 12/01/2021 | \$41.37 | \$12.47 | \$14.50 | \$0.00 | \$68.34 |
| | 06/01/2022 | \$42.24 | \$12.47 | \$14.50 | \$0.00 | \$69.21 |
| | 12/01/2022 | \$43.12 | \$12.47 | \$14.50 | \$0.00 | \$70.09 |
| | 06/01/2023 | \$44.07 | \$12.47 | \$14.50 | \$0.00 | \$71.04 |
| | 12/01/2023 | \$45.02 | \$12.47 | \$14.50 | \$0.00 | \$71.99 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 3</i> | 01/01/2021 | \$52.06 | \$8.25 | \$22.75 | \$0.00 | \$83.06 |

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$26.03 | \$8.25 | \$0.00 | \$0.00 | \$34.28 |
| 2 | 55 | \$28.63 | \$8.25 | \$6.16 | \$0.00 | \$43.04 |
| 3 | 60 | \$31.24 | \$8.25 | \$6.72 | \$0.00 | \$46.21 |
| 4 | 65 | \$33.84 | \$8.25 | \$7.28 | \$0.00 | \$49.37 |
| 5 | 70 | \$36.44 | \$8.25 | \$19.39 | \$0.00 | \$64.08 |
| 6 | 75 | \$39.05 | \$8.25 | \$19.95 | \$0.00 | \$67.25 |
| 7 | 80 | \$41.65 | \$8.25 | \$20.51 | \$0.00 | \$70.41 |
| 8 | 90 | \$46.85 | \$8.25 | \$21.63 | \$0.00 | \$76.73 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| DEMO: ADZEMAN <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$40.82 | \$8.60 | \$17.57 | \$0.00 | \$66.99 |
| | 12/01/2021 | \$41.83 | \$8.60 | \$17.57 | \$0.00 | \$68.00 |
| | 06/01/2022 | \$42.83 | \$8.60 | \$17.57 | \$0.00 | \$69.00 |
| | 12/01/2022 | \$43.83 | \$8.60 | \$17.57 | \$0.00 | \$70.00 |
| | 06/01/2023 | \$44.83 | \$8.60 | \$17.57 | \$0.00 | \$71.00 |
| | 12/01/2023 | \$46.08 | \$8.60 | \$17.57 | \$0.00 | \$72.25 |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$41.82 | \$8.60 | \$17.57 | \$0.00 | \$67.99 |
| | 12/01/2021 | \$42.83 | \$8.60 | \$17.57 | \$0.00 | \$69.00 |
| | 06/01/2022 | \$43.83 | \$8.60 | \$17.57 | \$0.00 | \$70.00 |
| | 12/01/2022 | \$44.83 | \$8.60 | \$17.57 | \$0.00 | \$71.00 |
| | 06/01/2023 | \$45.83 | \$8.60 | \$17.57 | \$0.00 | \$72.00 |
| | 12/01/2023 | \$47.08 | \$8.60 | \$17.57 | \$0.00 | \$73.25 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| DEMO: BURNERS <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$41.57 | \$8.60 | \$17.57 | \$0.00 | \$67.74 |
| | 12/01/2021 | \$42.58 | \$8.60 | \$17.57 | \$0.00 | \$68.75 |
| | 06/01/2022 | \$43.58 | \$8.60 | \$17.57 | \$0.00 | \$69.75 |
| | 12/01/2022 | \$44.58 | \$8.60 | \$17.57 | \$0.00 | \$70.75 |
| | 06/01/2023 | \$45.58 | \$8.60 | \$17.57 | \$0.00 | \$71.75 |
| | 12/01/2023 | \$46.83 | \$8.60 | \$17.57 | \$0.00 | \$73.00 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$41.82 | \$8.60 | \$17.57 | \$0.00 | \$67.99 |
| | 12/01/2021 | \$42.83 | \$8.60 | \$17.57 | \$0.00 | \$69.00 |
| | 06/01/2022 | \$43.83 | \$8.60 | \$17.57 | \$0.00 | \$70.00 |
| | 12/01/2022 | \$44.83 | \$8.60 | \$17.57 | \$0.00 | \$71.00 |
| | 06/01/2023 | \$45.83 | \$8.60 | \$17.57 | \$0.00 | \$72.00 |
| | 12/01/2023 | \$47.08 | \$8.60 | \$17.57 | \$0.00 | \$73.25 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$41.57 | \$8.60 | \$17.57 | \$0.00 | \$67.74 |
| | 12/01/2021 | \$42.58 | \$8.60 | \$17.57 | \$0.00 | \$68.75 |
| | 06/01/2022 | \$43.58 | \$8.60 | \$17.57 | \$0.00 | \$69.75 |
| | 12/01/2022 | \$44.58 | \$8.60 | \$17.57 | \$0.00 | \$70.75 |
| | 06/01/2023 | \$45.58 | \$8.60 | \$17.57 | \$0.00 | \$71.75 |
| | 12/01/2023 | \$46.83 | \$8.60 | \$17.57 | \$0.00 | \$73.00 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| DEMO: WRECKING LABORER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$40.82 | \$8.60 | \$17.57 | \$0.00 | \$66.99 |
| | 12/01/2021 | \$41.83 | \$8.60 | \$17.57 | \$0.00 | \$68.00 |
| | 06/01/2022 | \$42.83 | \$8.60 | \$17.57 | \$0.00 | \$69.00 |
| | 12/01/2022 | \$43.83 | \$8.60 | \$17.57 | \$0.00 | \$70.00 |
| | 06/01/2023 | \$44.83 | \$8.60 | \$17.57 | \$0.00 | \$71.00 |
| | 12/01/2023 | \$46.08 | \$8.60 | \$17.57 | \$0.00 | \$72.25 |
| 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" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| 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> | 06/27/2021 | \$45.21 | \$11.75 | \$13.26 | \$0.00 | \$70.22 |
| | 01/02/2022 | \$45.81 | \$12.00 | \$13.42 | \$0.00 | \$71.23 |
| | 07/03/2022 | \$46.41 | \$12.25 | \$13.69 | \$0.00 | \$72.35 |
| | 01/01/2023 | \$47.01 | \$12.50 | \$13.96 | \$0.00 | \$73.47 |

Apprentice - *ELECTRICIAN - Local 7*

Effective Date - 06/27/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 40 | \$18.08 | \$6.45 | \$0.54 | \$0.00 | \$25.07 |
| 2 | 45 | \$20.34 | \$6.45 | \$0.61 | \$0.00 | \$27.40 |
| 3 | 50 | \$22.61 | \$11.75 | \$7.08 | \$0.00 | \$41.44 |
| 4 | 55 | \$24.87 | \$11.75 | \$7.15 | \$0.00 | \$43.77 |
| 5 | 65 | \$29.39 | \$11.75 | \$8.93 | \$0.00 | \$50.07 |
| 6 | 70 | \$31.65 | \$11.75 | \$10.10 | \$0.00 | \$53.50 |

Effective Date - 01/02/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 40 | \$18.32 | \$6.60 | \$0.54 | \$0.00 | \$25.46 |
| 2 | 45 | \$20.61 | \$6.60 | \$0.61 | \$0.00 | \$27.82 |
| 3 | 50 | \$22.91 | \$12.00 | \$7.13 | \$0.00 | \$42.04 |
| 4 | 55 | \$25.20 | \$12.00 | \$7.20 | \$0.00 | \$44.40 |
| 5 | 65 | \$29.78 | \$12.00 | \$9.01 | \$0.00 | \$50.79 |
| 6 | 70 | \$32.07 | \$12.00 | \$10.20 | \$0.00 | \$54.27 |

Notes:

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

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

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i> | 01/01/2021 | \$56.69 | \$15.88 | \$19.31 | \$0.00 | \$91.88 |
| | 01/01/2022 | \$58.62 | \$16.03 | \$20.21 | \$0.00 | \$94.86 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$28.35 | \$15.88 | \$0.00 | \$0.00 | \$44.23 |
| 2 | 55 | \$31.18 | \$15.88 | \$19.31 | \$0.00 | \$66.37 |
| 3 | 65 | \$36.85 | \$15.88 | \$19.31 | \$0.00 | \$72.04 |
| 4 | 70 | \$39.68 | \$15.88 | \$19.31 | \$0.00 | \$74.87 |
| 5 | 80 | \$45.35 | \$15.88 | \$19.31 | \$0.00 | \$80.54 |

Effective Date - 01/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$29.31 | \$16.03 | \$0.00 | \$0.00 | \$45.34 |
| 2 | 55 | \$32.24 | \$16.03 | \$20.21 | \$0.00 | \$68.48 |
| 3 | 65 | \$38.10 | \$16.03 | \$20.21 | \$0.00 | \$74.34 |
| 4 | 70 | \$41.03 | \$16.03 | \$20.21 | \$0.00 | \$77.27 |
| 5 | 80 | \$46.90 | \$16.03 | \$20.21 | \$0.00 | \$83.14 |

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> | 01/01/2021 | \$39.68 | \$15.88 | \$19.31 | \$0.00 | \$74.87 |
| | 01/01/2022 | \$41.03 | \$16.03 | \$20.21 | \$0.00 | \$77.27 |
| For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR" | | | | | | |
| FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$13.93 | \$0.00 | \$55.03 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$13.93 | \$0.00 | \$55.86 |
| 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 |
| 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 |
| 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 |
| FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i> | 06/27/2021 | \$45.21 | \$11.75 | \$13.26 | \$0.00 | \$70.22 |
| | 01/02/2022 | \$45.81 | \$12.00 | \$13.42 | \$0.00 | \$71.23 |
| | 07/03/2022 | \$46.41 | \$12.25 | \$13.69 | \$0.00 | \$72.35 |
| | 01/01/2023 | \$47.01 | \$12.50 | \$13.96 | \$0.00 | \$73.47 |
| For apprentice rates see "Apprentice- ELECTRICIAN" | | | | | | |
| FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 7</i> | 06/27/2021 | \$45.21 | \$11.75 | \$13.26 | \$0.00 | \$70.22 |
| | 01/02/2022 | \$45.81 | \$12.00 | \$13.42 | \$0.00 | \$71.23 |
| | 07/03/2022 | \$46.41 | \$12.25 | \$13.69 | \$0.00 | \$72.35 |
| | 01/01/2023 | \$47.01 | \$12.50 | \$13.96 | \$0.00 | \$73.47 |
| For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| FIREMAN OPERATING ENGINEERS LOCAL 98 | 06/01/2021 | \$36.51 | \$12.47 | \$14.50 | \$0.00 | \$63.48 |
| | 12/01/2021 | \$37.34 | \$12.47 | \$14.50 | \$0.00 | \$64.31 |
| | 06/01/2022 | \$38.21 | \$12.47 | \$14.50 | \$0.00 | \$65.18 |
| | 12/01/2022 | \$39.09 | \$12.47 | \$14.50 | \$0.00 | \$66.06 |
| | 06/01/2023 | \$40.04 | \$12.47 | \$14.50 | \$0.00 | \$67.01 |
| | 12/01/2023 | \$40.99 | \$12.47 | \$14.50 | \$0.00 | \$67.96 |

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 06/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 60 | \$21.91 | \$12.47 | \$14.50 | \$0.00 | \$48.88 |
| 2 | 70 | \$25.56 | \$12.47 | \$14.50 | \$0.00 | \$52.53 |
| 3 | 80 | \$29.21 | \$12.47 | \$14.50 | \$0.00 | \$56.18 |
| 4 | 90 | \$32.86 | \$12.47 | \$14.50 | \$0.00 | \$59.83 |

Effective Date - 12/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 60 | \$22.40 | \$12.47 | \$14.50 | \$0.00 | \$49.37 |
| 2 | 70 | \$26.14 | \$12.47 | \$14.50 | \$0.00 | \$53.11 |
| 3 | 80 | \$29.87 | \$12.47 | \$14.50 | \$0.00 | \$56.84 |
| 4 | 90 | \$33.61 | \$12.47 | \$14.50 | \$0.00 | \$60.58 |

Notes:

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

Apprentice to Journeyworker Ratio:1:6

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY) | 06/01/2021 | \$24.50 | \$8.60 | \$13.93 | \$0.00 | \$47.03 |
| | 12/01/2021 | \$24.50 | \$8.60 | \$13.93 | \$0.00 | \$47.03 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | |
| FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE III | 09/01/2020 | \$37.88 | \$7.84 | \$17.27 | \$0.00 | \$62.99 |

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 09/01/2020

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$18.94 | \$7.84 | \$1.40 | \$0.00 | \$28.18 |
| 2 | 55 | \$20.83 | \$7.84 | \$1.40 | \$0.00 | \$30.07 |
| 3 | 60 | \$22.73 | \$7.84 | \$13.07 | \$0.00 | \$43.64 |
| 4 | 65 | \$24.62 | \$7.84 | \$13.07 | \$0.00 | \$45.53 |
| 5 | 70 | \$26.52 | \$7.84 | \$14.47 | \$0.00 | \$48.83 |
| 6 | 75 | \$28.41 | \$7.84 | \$14.47 | \$0.00 | \$50.72 |
| 7 | 80 | \$30.30 | \$7.84 | \$15.87 | \$0.00 | \$54.01 |
| 8 | 85 | \$32.20 | \$7.84 | \$15.87 | \$0.00 | \$55.91 |

Notes: Steps are 750 hrs.
 % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$26.29/ 3&4 \$31.43/ 5&6 \$48.83/ 7&8 \$54.01

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| FORK LIFT <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$36.73 | \$12.47 | \$14.50 | \$0.00 | \$63.70 |
| | 12/01/2021 | \$37.56 | \$12.47 | \$14.50 | \$0.00 | \$64.53 |
| | 06/01/2022 | \$38.43 | \$12.47 | \$14.50 | \$0.00 | \$65.40 |
| | 12/01/2022 | \$39.31 | \$12.47 | \$14.50 | \$0.00 | \$66.28 |
| | 06/01/2023 | \$40.26 | \$12.47 | \$14.50 | \$0.00 | \$67.23 |
| | 12/01/2023 | \$41.21 | \$12.47 | \$14.50 | \$0.00 | \$68.18 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| GENERATORS/LIGHTING PLANTS <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$33.28 | \$12.47 | \$14.50 | \$0.00 | \$60.25 |
| | 12/01/2021 | \$34.11 | \$12.47 | \$14.50 | \$0.00 | \$61.08 |
| | 06/01/2022 | \$34.98 | \$12.47 | \$14.50 | \$0.00 | \$61.95 |
| | 12/01/2022 | \$35.86 | \$12.47 | \$14.50 | \$0.00 | \$62.83 |
| | 06/01/2023 | \$36.81 | \$12.47 | \$14.50 | \$0.00 | \$63.78 |
| | 12/01/2023 | \$37.76 | \$12.47 | \$14.50 | \$0.00 | \$64.73 |

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 |
|---|------------|---------|---------|---------|--------|---------|

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$37.04 | \$12.47 | \$14.50 | \$0.00 | \$64.01 |
| | 12/01/2021 | \$37.87 | \$12.47 | \$14.50 | \$0.00 | \$64.84 |
| | 06/01/2022 | \$38.74 | \$12.47 | \$14.50 | \$0.00 | \$65.71 |
| | 12/01/2022 | \$39.62 | \$12.47 | \$14.50 | \$0.00 | \$66.59 |
| | 06/01/2023 | \$40.57 | \$12.47 | \$14.50 | \$0.00 | \$67.54 |
| | 12/01/2023 | \$41.52 | \$12.47 | \$14.50 | \$0.00 | \$68.49 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i> | 07/01/2021 | \$38.29 | \$10.64 | \$17.33 | \$1.99 | \$68.25 |
| | 01/01/2022 | \$39.29 | \$10.64 | \$17.33 | \$2.02 | \$69.28 |
| For apprentice rates see "Apprentice- SHEET METAL WORKER" | | | | | | |
| HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i> | 06/27/2021 | \$45.21 | \$11.75 | \$13.26 | \$0.00 | \$70.22 |
| | 01/02/2022 | \$45.81 | \$12.00 | \$13.42 | \$0.00 | \$71.23 |
| | 07/03/2022 | \$46.41 | \$12.25 | \$13.69 | \$0.00 | \$72.35 |
| | 01/01/2023 | \$47.01 | \$12.50 | \$13.96 | \$0.00 | \$73.47 |
| For apprentice rates see "Apprentice- ELECTRICIAN" | | | | | | |
| HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i> | 07/01/2021 | \$38.29 | \$10.64 | \$17.33 | \$1.99 | \$68.25 |
| | 01/01/2022 | \$39.29 | \$10.64 | \$17.33 | \$2.02 | \$69.28 |
| For apprentice rates see "Apprentice- SHEET METAL WORKER" | | | | | | |
| HVAC (TESTING AND BALANCING - WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i> | 03/17/2021 | \$43.21 | \$9.30 | \$16.60 | \$0.00 | \$69.11 |
| | 09/17/2021 | \$43.46 | \$9.55 | \$17.10 | \$0.00 | \$70.11 |
| | 03/17/2022 | \$44.71 | \$9.55 | \$17.10 | \$0.00 | \$71.36 |
| | 09/17/2022 | \$45.71 | \$9.55 | \$17.10 | \$0.00 | \$72.36 |
| | 03/17/2023 | \$46.96 | \$9.55 | \$17.10 | \$0.00 | \$73.61 |
| | 09/17/2023 | \$47.96 | \$9.55 | \$17.10 | \$0.00 | \$74.61 |
| | 03/17/2024 | \$49.21 | \$9.55 | \$17.10 | \$0.00 | \$75.86 |
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104</i> | 03/17/2021 | \$43.21 | \$9.30 | \$16.60 | \$0.00 | \$69.11 |
| | 09/17/2021 | \$43.46 | \$9.55 | \$17.10 | \$0.00 | \$70.11 |
| | 03/17/2022 | \$44.71 | \$9.55 | \$17.10 | \$0.00 | \$71.36 |
| | 09/17/2022 | \$45.71 | \$9.55 | \$17.10 | \$0.00 | \$72.36 |
| | 03/17/2023 | \$46.96 | \$9.55 | \$17.10 | \$0.00 | \$73.61 |
| | 09/17/2023 | \$47.96 | \$9.55 | \$17.10 | \$0.00 | \$74.61 |
| | 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> | 06/01/2021 | \$33.00 | \$8.60 | \$13.93 | \$0.00 | \$55.53 |
| | 12/01/2021 | \$33.83 | \$8.60 | \$13.93 | \$0.00 | \$56.36 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | |
| INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i> | 09/01/2020 | \$39.20 | \$13.80 | \$17.14 | \$0.00 | \$70.14 |
| | 09/01/2021 | \$41.60 | \$13.80 | \$17.14 | \$0.00 | \$72.54 |
| | 09/01/2022 | \$44.05 | \$13.80 | \$17.14 | \$0.00 | \$74.99 |

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

Effective Date - 09/01/2020

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$19.60 | \$13.80 | \$12.42 | \$0.00 | \$45.82 |
| 2 | 60 | \$23.52 | \$13.80 | \$13.36 | \$0.00 | \$50.68 |
| 3 | 70 | \$27.44 | \$13.80 | \$14.31 | \$0.00 | \$55.55 |
| 4 | 80 | \$31.36 | \$13.80 | \$15.25 | \$0.00 | \$60.41 |

Effective Date - 09/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$20.80 | \$13.80 | \$12.42 | \$0.00 | \$47.02 |
| 2 | 60 | \$24.96 | \$13.80 | \$13.36 | \$0.00 | \$52.12 |
| 3 | 70 | \$29.12 | \$13.80 | \$14.31 | \$0.00 | \$57.23 |
| 4 | 80 | \$33.28 | \$13.80 | \$15.25 | \$0.00 | \$62.33 |

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)</i> | 03/16/2021 | \$36.67 | \$8.10 | \$21.65 | \$0.00 | \$66.42 |
|--|------------|---------|--------|---------|--------|---------|

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Springfield

Effective Date - 03/16/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$22.00 | \$8.10 | \$21.65 | \$0.00 | \$51.75 |
| 2 | 70 | \$25.67 | \$8.10 | \$21.65 | \$0.00 | \$55.42 |
| 3 | 75 | \$27.50 | \$8.10 | \$21.65 | \$0.00 | \$57.25 |
| 4 | 80 | \$29.34 | \$8.10 | \$21.65 | \$0.00 | \$59.09 |
| 5 | 85 | \$31.17 | \$8.10 | \$21.65 | \$0.00 | \$60.92 |
| 6 | 90 | \$33.00 | \$8.10 | \$21.65 | \$0.00 | \$62.75 |

Notes:
Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE) | 06/01/2021 | \$32.50 | \$8.60 | \$15.99 | \$0.00 | \$57.09 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$15.99 | \$0.00 | \$57.92 |
| | 06/01/2022 | \$33.95 | \$8.60 | \$15.99 | \$0.00 | \$58.54 |
| | 12/01/2022 | \$34.58 | \$8.60 | \$15.99 | \$0.00 | \$59.17 |
| | 06/01/2023 | \$35.20 | \$8.60 | \$15.99 | \$0.00 | \$59.79 |
| | 12/01/2023 | \$35.83 | \$8.60 | \$15.99 | \$0.00 | \$60.42 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| LABORER LABORERS - ZONE 3 (BUILDING & SITE) | 06/01/2021 | \$32.25 | \$8.60 | \$15.99 | \$0.00 | \$56.84 |
| | 12/01/2021 | \$33.08 | \$8.60 | \$15.99 | \$0.00 | \$57.67 |
| | 06/01/2022 | \$33.70 | \$8.60 | \$15.99 | \$0.00 | \$58.29 |
| | 12/01/2022 | \$34.33 | \$8.60 | \$15.99 | \$0.00 | \$58.92 |
| | 06/01/2023 | \$34.95 | \$8.60 | \$15.99 | \$0.00 | \$59.54 |
| | 12/01/2023 | \$35.58 | \$8.60 | \$15.99 | \$0.00 | \$60.17 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 06/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$19.35 | \$8.60 | \$15.99 | \$0.00 | \$43.94 |
| 2 | 70 | \$22.58 | \$8.60 | \$15.99 | \$0.00 | \$47.17 |
| 3 | 80 | \$25.80 | \$8.60 | \$15.99 | \$0.00 | \$50.39 |
| 4 | 90 | \$29.03 | \$8.60 | \$15.99 | \$0.00 | \$53.62 |

Effective Date - 12/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$19.85 | \$8.60 | \$15.99 | \$0.00 | \$44.44 |
| 2 | 70 | \$23.16 | \$8.60 | \$15.99 | \$0.00 | \$47.75 |
| 3 | 80 | \$26.46 | \$8.60 | \$15.99 | \$0.00 | \$51.05 |
| 4 | 90 | \$29.77 | \$8.60 | \$15.99 | \$0.00 | \$54.36 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|-------------------------------------|------------|---------|--------|---------|--------|---------|
| LABORER (HEAVY & HIGHWAY) | 06/01/2021 | \$32.25 | \$8.60 | \$13.93 | \$0.00 | \$54.78 |
| LABORERS - ZONE 3 (HEAVY & HIGHWAY) | 12/01/2021 | \$33.08 | \$8.60 | \$13.93 | \$0.00 | \$55.61 |

Apprentice - LABORER (Heavy & Highway) - Zone 3

Effective Date - 06/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$19.35 | \$8.60 | \$13.93 | \$0.00 | \$41.88 |
| 2 | 70 | \$22.58 | \$8.60 | \$13.93 | \$0.00 | \$45.11 |
| 3 | 80 | \$25.80 | \$8.60 | \$13.93 | \$0.00 | \$48.33 |
| 4 | 90 | \$29.03 | \$8.60 | \$13.93 | \$0.00 | \$51.56 |

Effective Date - 12/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$19.85 | \$8.60 | \$13.93 | \$0.00 | \$42.38 |
| 2 | 70 | \$23.16 | \$8.60 | \$13.93 | \$0.00 | \$45.69 |
| 3 | 80 | \$26.46 | \$8.60 | \$13.93 | \$0.00 | \$48.99 |
| 4 | 90 | \$29.77 | \$8.60 | \$13.93 | \$0.00 | \$52.30 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| LABORER: CARPENTER TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$32.25 | \$8.60 | \$15.99 | \$0.00 | \$56.84 |
| | 12/01/2021 | \$33.08 | \$8.60 | \$15.99 | \$0.00 | \$57.67 |
| | 06/01/2022 | \$33.70 | \$8.60 | \$15.99 | \$0.00 | \$58.29 |
| | 12/01/2022 | \$34.33 | \$8.60 | \$15.99 | \$0.00 | \$58.92 |
| | 06/01/2023 | \$34.95 | \$8.60 | \$15.99 | \$0.00 | \$59.54 |
| | 12/01/2023 | \$35.58 | \$8.60 | \$15.99 | \$0.00 | \$60.17 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$15.99 | \$0.00 | \$57.09 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$15.99 | \$0.00 | \$57.92 |
| | 06/01/2022 | \$33.95 | \$8.60 | \$15.99 | \$0.00 | \$58.54 |
| | 12/01/2022 | \$34.58 | \$8.60 | \$15.99 | \$0.00 | \$59.17 |
| | 06/01/2023 | \$35.20 | \$8.60 | \$15.99 | \$0.00 | \$59.79 |
| | 12/01/2023 | \$35.83 | \$8.60 | \$15.99 | \$0.00 | \$60.42 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$32.35 | \$8.60 | \$15.99 | \$0.00 | \$56.94 |
| | 12/01/2021 | \$33.18 | \$8.60 | \$15.99 | \$0.00 | \$57.77 |
| | 06/01/2022 | \$33.80 | \$8.60 | \$15.99 | \$0.00 | \$58.39 |
| | 12/01/2022 | \$34.43 | \$8.60 | \$15.99 | \$0.00 | \$59.02 |
| | 06/01/2023 | \$35.05 | \$8.60 | \$15.99 | \$0.00 | \$59.64 |
| | 12/01/2023 | \$35.68 | \$8.60 | \$15.99 | \$0.00 | \$60.27 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| LABORER: MASON TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$33.25 | \$8.60 | \$15.99 | \$0.00 | \$57.84 |
| | 12/01/2021 | \$34.08 | \$8.60 | \$15.99 | \$0.00 | \$58.67 |
| | 06/01/2022 | \$34.70 | \$8.60 | \$15.99 | \$0.00 | \$59.29 |
| | 12/01/2022 | \$35.33 | \$8.60 | \$15.99 | \$0.00 | \$59.92 |
| | 06/01/2023 | \$35.95 | \$8.60 | \$15.99 | \$0.00 | \$60.54 |
| | 12/01/2023 | \$36.58 | \$8.60 | \$15.99 | \$0.00 | \$61.17 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$13.93 | \$0.00 | \$55.03 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$13.93 | \$0.00 | \$55.86 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |
| LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$32.25 | \$8.60 | \$15.99 | \$0.00 | \$56.84 |
| | 12/01/2021 | \$33.08 | \$8.60 | \$15.99 | \$0.00 | \$57.67 |
| | 06/01/2022 | \$33.70 | \$8.60 | \$15.99 | \$0.00 | \$58.29 |
| | 12/01/2022 | \$34.33 | \$8.60 | \$15.99 | \$0.00 | \$58.92 |
| | 06/01/2023 | \$34.95 | \$8.60 | \$15.99 | \$0.00 | \$59.54 |
| | 12/01/2023 | \$35.58 | \$8.60 | \$15.99 | \$0.00 | \$60.17 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| LABORER: TREE REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$32.25 | \$8.60 | \$15.99 | \$0.00 | \$56.84 |
| | 12/01/2021 | \$33.08 | \$8.60 | \$15.99 | \$0.00 | \$57.67 |
| | 06/01/2022 | \$33.70 | \$8.60 | \$15.99 | \$0.00 | \$58.29 |
| | 12/01/2022 | \$34.33 | \$8.60 | \$15.99 | \$0.00 | \$58.92 |
| | 06/01/2023 | \$34.95 | \$8.60 | \$15.99 | \$0.00 | \$59.54 |
| | 12/01/2023 | \$35.58 | \$8.60 | \$15.99 | \$0.00 | \$60.17 |
| 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" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|--------|---------|---------------------------|------------|
| LASER BEAM OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$15.99 | \$0.00 | \$57.09 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$15.99 | \$0.00 | \$57.92 |
| | 06/01/2022 | \$33.95 | \$8.60 | \$15.99 | \$0.00 | \$58.54 |
| | 12/01/2022 | \$34.58 | \$8.60 | \$15.99 | \$0.00 | \$59.17 |
| | 06/01/2023 | \$35.20 | \$8.60 | \$15.99 | \$0.00 | \$59.79 |
| | 12/01/2023 | \$35.83 | \$8.60 | \$15.99 | \$0.00 | \$60.42 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$13.93 | \$0.00 | \$55.03 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$13.93 | \$0.00 | \$55.86 |

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

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i> | 08/01/2021 | \$37.17 | \$11.39 | \$19.48 | \$0.00 | \$68.04 |
| | 02/01/2022 | \$37.62 | \$11.39 | \$19.48 | \$0.00 | \$68.49 |

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

Effective Date - 08/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$18.59 | \$11.39 | \$19.48 | \$0.00 | \$49.46 |
| 2 | 60 | \$22.30 | \$11.39 | \$19.48 | \$0.00 | \$53.17 |
| 3 | 70 | \$26.02 | \$11.39 | \$19.48 | \$0.00 | \$56.89 |
| 4 | 80 | \$29.74 | \$11.39 | \$19.48 | \$0.00 | \$60.61 |
| 5 | 90 | \$33.45 | \$11.39 | \$19.48 | \$0.00 | \$64.32 |

Effective Date - 02/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$18.81 | \$11.39 | \$19.48 | \$0.00 | \$49.68 |
| 2 | 60 | \$22.57 | \$11.39 | \$19.48 | \$0.00 | \$53.44 |
| 3 | 70 | \$26.33 | \$11.39 | \$19.48 | \$0.00 | \$57.20 |
| 4 | 80 | \$30.10 | \$11.39 | \$19.48 | \$0.00 | \$60.97 |
| 5 | 90 | \$33.86 | \$11.39 | \$19.48 | \$0.00 | \$64.73 |

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) <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$37.04 | \$12.47 | \$14.50 | \$0.00 | \$64.01 |
| | 12/01/2021 | \$37.87 | \$12.47 | \$14.50 | \$0.00 | \$64.84 |
| | 06/01/2022 | \$38.74 | \$12.47 | \$14.50 | \$0.00 | \$65.71 |
| | 12/01/2022 | \$39.62 | \$12.47 | \$14.50 | \$0.00 | \$66.59 |
| | 06/01/2023 | \$40.57 | \$12.47 | \$14.50 | \$0.00 | \$67.54 |
| | 12/01/2023 | \$41.52 | \$12.47 | \$14.50 | \$0.00 | \$68.49 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| MECHANIC/WELDER/BOOM TRUCK <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$36.51 | \$12.47 | \$14.50 | \$0.00 | \$63.48 |
| | 12/01/2021 | \$37.34 | \$12.47 | \$14.50 | \$0.00 | \$64.31 |
| | 06/01/2022 | \$38.21 | \$12.47 | \$14.50 | \$0.00 | \$65.18 |
| | 12/01/2022 | \$39.09 | \$12.47 | \$14.50 | \$0.00 | \$66.06 |
| | 06/01/2023 | \$40.04 | \$12.47 | \$14.50 | \$0.00 | \$67.01 |
| | 12/01/2023 | \$40.99 | \$12.47 | \$14.50 | \$0.00 | \$67.96 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| MILLWRIGHT (Zone 3) <i>MILLWRIGHTS LOCAL 1121 - Zone 3</i> | 03/01/2021 | \$37.66 | \$8.58 | \$21.57 | \$0.00 | \$67.81 |
| | 01/03/2022 | \$38.91 | \$8.58 | \$21.57 | \$0.00 | \$69.06 |
| | 01/02/2023 | \$40.16 | \$8.58 | \$21.57 | \$0.00 | \$70.31 |

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 03/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 55 | \$20.71 | \$8.58 | \$5.72 | \$0.00 | \$35.01 |
| 2 | 65 | \$24.48 | \$8.58 | \$17.93 | \$0.00 | \$50.99 |
| 3 | 75 | \$28.25 | \$8.58 | \$18.98 | \$0.00 | \$55.81 |
| 4 | 85 | \$32.01 | \$8.58 | \$20.01 | \$0.00 | \$60.60 |

Effective Date - 01/03/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 55 | \$21.40 | \$8.58 | \$5.72 | \$0.00 | \$35.70 |
| 2 | 65 | \$25.29 | \$8.58 | \$17.93 | \$0.00 | \$51.80 |
| 3 | 75 | \$29.18 | \$8.58 | \$18.98 | \$0.00 | \$56.74 |
| 4 | 85 | \$33.07 | \$8.58 | \$20.01 | \$0.00 | \$61.66 |

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:1:5

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| MORTAR MIXER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$15.99 | \$0.00 | \$57.09 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$15.99 | \$0.00 | \$57.92 |
| | 06/01/2022 | \$33.95 | \$8.60 | \$15.99 | \$0.00 | \$58.54 |
| | 12/01/2022 | \$34.58 | \$8.60 | \$15.99 | \$0.00 | \$59.17 |
| | 06/01/2023 | \$35.20 | \$8.60 | \$15.99 | \$0.00 | \$59.79 |
| | 12/01/2023 | \$35.83 | \$8.60 | \$15.99 | \$0.00 | \$60.42 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| OILER <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$32.20 | \$12.47 | \$14.50 | \$0.00 | \$59.17 |
| | 12/01/2021 | \$33.03 | \$12.47 | \$14.50 | \$0.00 | \$60.00 |
| | 06/01/2022 | \$33.90 | \$12.47 | \$14.50 | \$0.00 | \$60.87 |
| | 12/01/2022 | \$34.78 | \$12.47 | \$14.50 | \$0.00 | \$61.75 |
| | 06/01/2023 | \$35.73 | \$12.47 | \$14.50 | \$0.00 | \$62.70 |
| | 12/01/2023 | \$36.68 | \$12.47 | \$14.50 | \$0.00 | \$63.65 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$30.22 | \$12.47 | \$14.50 | \$0.00 | \$57.19 |
| | 12/01/2021 | \$31.05 | \$12.47 | \$14.50 | \$0.00 | \$58.02 |
| | 06/01/2022 | \$31.92 | \$12.47 | \$14.50 | \$0.00 | \$58.89 |
| | 12/01/2022 | \$32.80 | \$12.47 | \$14.50 | \$0.00 | \$59.77 |
| | 06/01/2023 | \$33.75 | \$12.47 | \$14.50 | \$0.00 | \$60.72 |
| | 12/01/2023 | \$34.70 | \$12.47 | \$14.50 | \$0.00 | \$61.67 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| Painter (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 3</i> | 01/01/2021 | \$52.06 | \$8.25 | \$22.75 | \$0.00 | \$83.06 |
|--|------------|---------|--------|---------|--------|---------|

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$26.03 | \$8.25 | \$0.00 | \$0.00 | \$34.28 |
| 2 | 55 | \$28.63 | \$8.25 | \$6.16 | \$0.00 | \$43.04 |
| 3 | 60 | \$31.24 | \$8.25 | \$6.72 | \$0.00 | \$46.21 |
| 4 | 65 | \$33.84 | \$8.25 | \$7.28 | \$0.00 | \$49.37 |
| 5 | 70 | \$36.44 | \$8.25 | \$19.39 | \$0.00 | \$64.08 |
| 6 | 75 | \$39.05 | \$8.25 | \$19.95 | \$0.00 | \$67.25 |
| 7 | 80 | \$41.65 | \$8.25 | \$20.51 | \$0.00 | \$70.41 |
| 8 | 90 | \$46.85 | \$8.25 | \$21.63 | \$0.00 | \$76.73 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|-------------------------------------|------------|---------|--------|---------|--------|---------|
| PAINTER (SPRAY OR SANDBLAST, NEW) * | 01/01/2021 | \$35.43 | \$8.25 | \$18.85 | \$0.00 | \$62.53 |
|-------------------------------------|------------|---------|--------|---------|--------|---------|

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 3*

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

Effective Date - 01/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$17.72 | \$8.25 | \$0.00 | \$0.00 | \$25.97 |
| 2 | 55 | \$19.49 | \$8.25 | \$4.02 | \$0.00 | \$31.76 |
| 3 | 60 | \$21.26 | \$8.25 | \$4.38 | \$0.00 | \$33.89 |
| 4 | 65 | \$23.03 | \$8.25 | \$4.75 | \$0.00 | \$36.03 |
| 5 | 70 | \$24.80 | \$8.25 | \$16.66 | \$0.00 | \$49.71 |
| 6 | 75 | \$26.57 | \$8.25 | \$17.03 | \$0.00 | \$51.85 |
| 7 | 80 | \$28.34 | \$8.25 | \$17.39 | \$0.00 | \$53.98 |
| 8 | 90 | \$31.89 | \$8.25 | \$18.12 | \$0.00 | \$58.26 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| Painter (Spray or Sandblast, Repaint) <i>Painters Local 35 - Zone 3</i> | 01/01/2021 | \$32.75 | \$8.25 | \$18.85 | \$0.00 | \$59.85 |

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

Effective Date - 01/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$16.38 | \$8.25 | \$0.00 | \$0.00 | \$24.63 |
| 2 | 55 | \$18.01 | \$8.25 | \$4.02 | \$0.00 | \$30.28 |
| 3 | 60 | \$19.65 | \$8.25 | \$4.38 | \$0.00 | \$32.28 |
| 4 | 65 | \$21.29 | \$8.25 | \$4.75 | \$0.00 | \$34.29 |
| 5 | 70 | \$22.93 | \$8.25 | \$16.66 | \$0.00 | \$47.84 |
| 6 | 75 | \$24.56 | \$8.25 | \$17.03 | \$0.00 | \$49.84 |
| 7 | 80 | \$26.20 | \$8.25 | \$17.39 | \$0.00 | \$51.84 |
| 8 | 90 | \$29.48 | \$8.25 | \$18.12 | \$0.00 | \$55.85 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|--------------------------------|------------|---------|--------|---------|--------|---------|
| Painter / Taper (Brush, New) * | 01/01/2021 | \$34.03 | \$8.25 | \$18.85 | \$0.00 | \$61.13 |
|--------------------------------|------------|---------|--------|---------|--------|---------|

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. *Painters Local 35 - Zone 3*

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 01/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$17.02 | \$8.25 | \$0.00 | \$0.00 | \$25.27 |
| 2 | 55 | \$18.72 | \$8.25 | \$4.02 | \$0.00 | \$30.99 |
| 3 | 60 | \$20.42 | \$8.25 | \$4.38 | \$0.00 | \$33.05 |
| 4 | 65 | \$22.12 | \$8.25 | \$4.75 | \$0.00 | \$35.12 |
| 5 | 70 | \$23.82 | \$8.25 | \$16.66 | \$0.00 | \$48.73 |
| 6 | 75 | \$25.52 | \$8.25 | \$17.03 | \$0.00 | \$50.80 |
| 7 | 80 | \$27.22 | \$8.25 | \$17.39 | \$0.00 | \$52.86 |
| 8 | 90 | \$30.63 | \$8.25 | \$18.12 | \$0.00 | \$57.00 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|----------------------------------|------------|---------|--------|---------|--------|---------|
| Painter / Taper (Brush, Repaint) | 01/01/2021 | \$31.35 | \$8.25 | \$18.85 | \$0.00 | \$58.45 |
|----------------------------------|------------|---------|--------|---------|--------|---------|

Painters Local 35 - Zone 3

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 01/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$15.68 | \$8.25 | \$0.00 | \$0.00 | \$23.93 |
| 2 | 55 | \$17.24 | \$8.25 | \$4.02 | \$0.00 | \$29.51 |
| 3 | 60 | \$18.81 | \$8.25 | \$4.38 | \$0.00 | \$31.44 |
| 4 | 65 | \$20.38 | \$8.25 | \$4.75 | \$0.00 | \$33.38 |
| 5 | 70 | \$21.95 | \$8.25 | \$16.66 | \$0.00 | \$46.86 |
| 6 | 75 | \$23.51 | \$8.25 | \$17.03 | \$0.00 | \$48.79 |
| 7 | 80 | \$25.08 | \$8.25 | \$17.39 | \$0.00 | \$50.72 |
| 8 | 90 | \$28.22 | \$8.25 | \$18.12 | \$0.00 | \$54.59 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) | 06/01/2021 | \$32.25 | \$8.60 | \$13.93 | \$0.00 | \$54.78 |
| LABORERS - ZONE 3 (HEAVY & HIGHWAY) | 12/01/2021 | \$33.08 | \$8.60 | \$13.93 | \$0.00 | \$55.61 |

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

| | | | | | | |
|---------------------------------------|------------|---------|---------|---------|--------|---------|
| PANEL & PICKUP TRUCKS DRIVER | 08/01/2021 | \$35.78 | \$13.41 | \$14.82 | \$0.00 | \$64.01 |
| TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 12/01/2021 | \$35.78 | \$13.41 | \$16.01 | \$0.00 | \$65.20 |

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) | 08/01/2020 | \$43.53 | \$9.40 | \$23.12 | \$0.00 | \$76.05 |
|---|------------|---------|--------|---------|--------|---------|

PILE DRIVER LOCAL 56 (ZONE 3)

For apprentice rates see "Apprentice- PILE DRIVER"

| | | | | | | |
|-------------------------------|------------|---------|--------|---------|--------|---------|
| PILE DRIVER | 08/01/2020 | \$43.53 | \$9.40 | \$23.12 | \$0.00 | \$76.05 |
| PILE DRIVER LOCAL 56 (ZONE 3) | | | | | | |

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 | 06/01/2021 | \$32.50 | \$8.60 | \$15.99 | \$0.00 | \$57.09 |
| LABORERS - ZONE 3 (BUILDING & SITE) | 12/01/2021 | \$33.33 | \$8.60 | \$15.99 | \$0.00 | \$57.92 |
| | 06/01/2022 | \$33.95 | \$8.60 | \$15.99 | \$0.00 | \$58.54 |
| | 12/01/2022 | \$34.58 | \$8.60 | \$15.99 | \$0.00 | \$59.17 |
| | 06/01/2023 | \$35.20 | \$8.60 | \$15.99 | \$0.00 | \$59.79 |
| | 12/01/2023 | \$35.83 | \$8.60 | \$15.99 | \$0.00 | \$60.42 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|-------------------------------------|------------|---------|--------|---------|--------|---------|
| PIPELAYER (HEAVY & HIGHWAY) | 06/01/2021 | \$32.50 | \$8.60 | \$13.93 | \$0.00 | \$55.03 |
| LABORERS - ZONE 3 (HEAVY & HIGHWAY) | 12/01/2021 | \$33.33 | \$8.60 | \$13.93 | \$0.00 | \$55.86 |

Classification

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

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------------------------|----------------|-----------|--------|---------|---------------------------|------------|
| PLUMBER & PIPEFITTER | 03/17/2021 | \$43.21 | \$9.30 | \$16.60 | \$0.00 | \$69.11 |
| PLUMBERS & PIPEFITTERS LOCAL 104 | 09/17/2021 | \$43.46 | \$9.55 | \$17.10 | \$0.00 | \$70.11 |
| | 03/17/2022 | \$44.71 | \$9.55 | \$17.10 | \$0.00 | \$71.36 |
| | 09/17/2022 | \$45.71 | \$9.55 | \$17.10 | \$0.00 | \$72.36 |
| | 03/17/2023 | \$46.96 | \$9.55 | \$17.10 | \$0.00 | \$73.61 |
| | 09/17/2023 | \$47.96 | \$9.55 | \$17.10 | \$0.00 | \$74.61 |
| | 03/17/2024 | \$49.21 | \$9.55 | \$17.10 | \$0.00 | \$75.86 |

Apprentice - PLUMBER/PIPEFITTER - Local 104**Effective Date -** 03/17/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 45 | \$19.44 | \$9.30 | \$9.85 | \$0.00 | \$38.59 |
| 2 | 50 | \$21.61 | \$9.30 | \$9.85 | \$0.00 | \$40.76 |
| 3 | 55 | \$23.77 | \$9.30 | \$9.85 | \$0.00 | \$42.92 |
| 4 | 60 | \$25.93 | \$9.30 | \$9.85 | \$0.00 | \$45.08 |
| 5 | 65 | \$28.09 | \$9.30 | \$9.85 | \$0.00 | \$47.24 |
| 6 | 70 | \$30.25 | \$9.30 | \$9.85 | \$0.00 | \$49.40 |
| 7 | 75 | \$32.41 | \$9.30 | \$9.85 | \$0.00 | \$51.56 |
| 8 | 80 | \$34.57 | \$9.30 | \$9.85 | \$0.00 | \$53.72 |
| 9 | 80 | \$34.57 | \$9.30 | \$16.60 | \$0.00 | \$60.47 |
| 10 | 80 | \$34.57 | \$9.30 | \$16.60 | \$0.00 | \$60.47 |

Effective Date - 09/17/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 45 | \$19.56 | \$9.55 | \$10.10 | \$0.00 | \$39.21 |
| 2 | 50 | \$21.73 | \$9.55 | \$10.10 | \$0.00 | \$41.38 |
| 3 | 55 | \$23.90 | \$9.55 | \$10.10 | \$0.00 | \$43.55 |
| 4 | 60 | \$26.08 | \$9.55 | \$10.10 | \$0.00 | \$45.73 |
| 5 | 65 | \$28.25 | \$9.55 | \$10.10 | \$0.00 | \$47.90 |
| 6 | 70 | \$30.42 | \$9.55 | \$10.10 | \$0.00 | \$50.07 |
| 7 | 75 | \$32.60 | \$9.55 | \$10.10 | \$0.00 | \$52.25 |
| 8 | 80 | \$34.77 | \$9.55 | \$10.10 | \$0.00 | \$54.42 |
| 9 | 80 | \$34.77 | \$9.55 | \$17.10 | \$0.00 | \$61.42 |
| 10 | 80 | \$34.77 | \$9.55 | \$17.10 | \$0.00 | \$61.42 |

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> | 03/17/2021 | \$43.21 | \$9.30 | \$16.60 | \$0.00 | \$69.11 |
| | 09/17/2021 | \$43.46 | \$9.55 | \$17.10 | \$0.00 | \$70.11 |
| | 03/17/2022 | \$44.71 | \$9.55 | \$17.10 | \$0.00 | \$71.36 |
| | 09/17/2022 | \$45.71 | \$9.55 | \$17.10 | \$0.00 | \$72.36 |
| | 03/17/2023 | \$46.96 | \$9.55 | \$17.10 | \$0.00 | \$73.61 |
| | 09/17/2023 | \$47.96 | \$9.55 | \$17.10 | \$0.00 | \$74.61 |
| | 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> | 06/01/2021 | \$32.50 | \$8.60 | \$13.93 | \$0.00 | \$55.03 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$13.93 | \$0.00 | \$55.86 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |
| POWDERMAN & BLASTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$33.25 | \$8.60 | \$15.99 | \$0.00 | \$57.84 |
| | 12/01/2021 | \$34.08 | \$8.60 | \$15.99 | \$0.00 | \$58.67 |
| | 06/01/2022 | \$34.70 | \$8.60 | \$15.99 | \$0.00 | \$59.29 |
| | 12/01/2022 | \$35.33 | \$8.60 | \$15.99 | \$0.00 | \$59.92 |
| | 06/01/2023 | \$35.95 | \$8.60 | \$15.99 | \$0.00 | \$60.54 |
| | 12/01/2023 | \$36.58 | \$8.60 | \$15.99 | \$0.00 | \$61.17 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i> | 06/01/2021 | \$33.25 | \$8.60 | \$13.93 | \$0.00 | \$55.78 |
| | 12/01/2021 | \$34.08 | \$8.60 | \$13.93 | \$0.00 | \$56.61 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |
| PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$37.04 | \$12.47 | \$14.50 | \$0.00 | \$64.01 |
| | 12/01/2021 | \$37.87 | \$12.47 | \$14.50 | \$0.00 | \$64.84 |
| | 06/01/2022 | \$38.74 | \$12.47 | \$14.50 | \$0.00 | \$65.71 |
| | 12/01/2022 | \$39.62 | \$12.47 | \$14.50 | \$0.00 | \$66.59 |
| | 06/01/2023 | \$40.57 | \$12.47 | \$14.50 | \$0.00 | \$67.54 |
| | 12/01/2023 | \$41.52 | \$12.47 | \$14.50 | \$0.00 | \$68.49 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$36.51 | \$12.47 | \$14.50 | \$0.00 | \$63.48 |
| | 12/01/2021 | \$37.34 | \$12.47 | \$14.50 | \$0.00 | \$64.31 |
| | 06/01/2022 | \$38.21 | \$12.47 | \$14.50 | \$0.00 | \$65.18 |
| | 12/01/2022 | \$39.09 | \$12.47 | \$14.50 | \$0.00 | \$66.06 |
| | 06/01/2023 | \$40.04 | \$12.47 | \$14.50 | \$0.00 | \$67.01 |
| | 12/01/2023 | \$40.99 | \$12.47 | \$14.50 | \$0.00 | \$67.96 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i> | 05/01/2020 | \$22.44 | \$11.07 | \$6.50 | \$0.00 | \$40.01 |
| RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$15.99 | \$0.00 | \$57.09 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$15.99 | \$0.00 | \$57.92 |
| | 06/01/2022 | \$33.95 | \$8.60 | \$15.99 | \$0.00 | \$58.54 |
| | 12/01/2022 | \$34.58 | \$8.60 | \$15.99 | \$0.00 | \$59.17 |
| | 06/01/2023 | \$35.20 | \$8.60 | \$15.99 | \$0.00 | \$59.79 |
| | 12/01/2023 | \$35.83 | \$8.60 | \$15.99 | \$0.00 | \$60.42 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$35.90 | \$12.47 | \$14.50 | \$0.00 | \$62.87 |
| | 12/01/2021 | \$36.73 | \$12.47 | \$14.50 | \$0.00 | \$63.70 |
| | 06/01/2022 | \$37.60 | \$12.47 | \$14.50 | \$0.00 | \$64.57 |
| | 12/01/2022 | \$38.48 | \$12.47 | \$14.50 | \$0.00 | \$65.45 |
| | 06/01/2023 | \$39.43 | \$12.47 | \$14.50 | \$0.00 | \$66.40 |
| | 12/01/2023 | \$40.38 | \$12.47 | \$14.50 | \$0.00 | \$67.35 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i> | 07/16/2020 | \$33.66 | \$11.75 | \$16.20 | \$0.00 | \$61.61 |
|---|------------|---------|---------|---------|--------|---------|

For apprentice rates see "Apprentice- ROOFER"

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 248</i> | 07/16/2020 | \$33.16 | \$11.75 | \$15.70 | \$0.00 | \$60.61 |
|---|------------|---------|---------|---------|--------|---------|

Apprentice - ROOFER - Local 248

Effective Date - 07/16/2020

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 60 | \$19.90 | \$11.75 | \$0.00 | \$0.00 | \$31.65 |
| 2 | 65 | \$21.55 | \$11.75 | \$15.70 | \$0.00 | \$49.00 |
| 3 | 70 | \$23.21 | \$11.75 | \$15.70 | \$0.00 | \$50.66 |
| 4 | 75 | \$24.87 | \$11.75 | \$15.70 | \$0.00 | \$52.32 |
| 5 | 80 | \$26.53 | \$11.75 | \$15.70 | \$0.00 | \$53.98 |
| 6 | 85 | \$28.19 | \$11.75 | \$15.70 | \$0.00 | \$55.64 |
| 7 | 90 | \$29.84 | \$11.75 | \$15.70 | \$0.00 | \$57.29 |
| 8 | 95 | \$31.50 | \$11.75 | \$15.70 | \$0.00 | \$58.95 |

Notes:

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

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 248</i> | 07/16/2020 | \$33.66 | \$11.75 | \$16.20 | \$0.00 | \$61.61 |
|--|------------|---------|---------|---------|--------|---------|

For apprentice rates see "Apprentice- ROOFER"

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| SCRAPER <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$36.51 | \$12.47 | \$14.50 | \$0.00 | \$63.48 |
| | 12/01/2021 | \$37.34 | \$12.47 | \$14.50 | \$0.00 | \$64.31 |
| | 06/01/2022 | \$38.21 | \$12.47 | \$14.50 | \$0.00 | \$65.18 |
| | 12/01/2022 | \$39.09 | \$12.47 | \$14.50 | \$0.00 | \$66.06 |
| | 06/01/2023 | \$40.04 | \$12.47 | \$14.50 | \$0.00 | \$67.01 |
| | 12/01/2023 | \$40.99 | \$12.47 | \$14.50 | \$0.00 | \$67.96 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$35.90 | \$12.47 | \$14.50 | \$0.00 | \$62.87 |
| | 12/01/2021 | \$36.73 | \$12.47 | \$14.50 | \$0.00 | \$63.70 |
| | 06/01/2022 | \$37.60 | \$12.47 | \$14.50 | \$0.00 | \$64.57 |
| | 12/01/2022 | \$38.48 | \$12.47 | \$14.50 | \$0.00 | \$65.45 |
| | 06/01/2023 | \$39.43 | \$12.47 | \$14.50 | \$0.00 | \$66.40 |
| | 12/01/2023 | \$40.38 | \$12.47 | \$14.50 | \$0.00 | \$67.35 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$33.28 | \$12.47 | \$14.50 | \$0.00 | \$60.25 |
| | 12/01/2021 | \$34.11 | \$12.47 | \$14.50 | \$0.00 | \$61.08 |
| | 06/01/2022 | \$34.98 | \$12.47 | \$14.50 | \$0.00 | \$61.95 |
| | 12/01/2022 | \$35.86 | \$12.47 | \$14.50 | \$0.00 | \$62.83 |
| | 06/01/2023 | \$36.81 | \$12.47 | \$14.50 | \$0.00 | \$63.78 |
| | 12/01/2023 | \$37.76 | \$12.47 | \$14.50 | \$0.00 | \$64.73 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i> | 07/01/2021 | \$38.29 | \$10.64 | \$17.33 | \$1.99 | \$68.25 |
| | 01/01/2022 | \$39.29 | \$10.64 | \$17.33 | \$2.02 | \$69.28 |

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 07/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 45 | \$17.23 | \$4.79 | \$4.67 | \$0.80 | \$27.49 |
| 2 | 50 | \$19.15 | \$5.32 | \$5.19 | \$0.89 | \$30.55 |
| 3 | 55 | \$21.06 | \$5.85 | \$9.33 | \$1.09 | \$37.33 |
| 4 | 60 | \$22.97 | \$6.38 | \$9.33 | \$1.16 | \$39.84 |
| 5 | 65 | \$24.89 | \$6.92 | \$9.33 | \$1.23 | \$42.37 |
| 6 | 70 | \$26.80 | \$7.45 | \$9.33 | \$1.31 | \$44.89 |
| 7 | 75 | \$28.72 | \$7.98 | \$9.33 | \$1.38 | \$47.41 |
| 8 | 80 | \$30.63 | \$8.51 | \$16.29 | \$1.66 | \$57.09 |
| 9 | 85 | \$32.55 | \$9.04 | \$16.29 | \$1.74 | \$59.62 |
| 10 | 90 | \$34.46 | \$9.58 | \$16.29 | \$1.81 | \$62.14 |

Effective Date - 01/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 45 | \$17.68 | \$4.79 | \$4.67 | \$0.81 | \$27.95 |
| 2 | 50 | \$19.65 | \$5.32 | \$5.19 | \$0.90 | \$31.06 |
| 3 | 55 | \$21.61 | \$5.85 | \$9.33 | \$1.10 | \$37.89 |
| 4 | 60 | \$23.57 | \$6.38 | \$9.33 | \$1.18 | \$40.46 |
| 5 | 65 | \$25.54 | \$6.92 | \$9.33 | \$1.25 | \$43.04 |
| 6 | 70 | \$27.50 | \$7.45 | \$9.33 | \$1.33 | \$45.61 |
| 7 | 75 | \$29.47 | \$7.98 | \$9.33 | \$1.40 | \$48.18 |
| 8 | 80 | \$31.43 | \$8.51 | \$16.29 | \$1.69 | \$57.92 |
| 9 | 85 | \$33.40 | \$9.04 | \$16.29 | \$1.76 | \$60.49 |
| 10 | 90 | \$35.36 | \$9.58 | \$16.29 | \$1.84 | \$63.07 |

Notes:

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 08/01/2021 | \$36.24 | \$13.41 | \$14.82 | \$0.00 | \$64.47 |
| | 12/01/2021 | \$36.24 | \$13.41 | \$16.01 | \$0.00 | \$65.66 |
| SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 08/01/2021 | \$36.53 | \$13.41 | \$14.82 | \$0.00 | \$64.76 |
| | 12/01/2021 | \$36.53 | \$13.41 | \$16.01 | \$0.00 | \$65.95 |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i> | 04/01/2021 | \$43.14 | \$10.55 | \$16.41 | \$0.00 | \$70.10 |

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 45 | \$19.41 | \$7.75 | \$0.00 | \$0.00 | \$27.16 |
| 2 | 50 | \$21.57 | \$7.75 | \$0.00 | \$0.00 | \$29.32 |
| 3 | 55 | \$23.73 | \$10.55 | \$8.15 | \$0.00 | \$42.43 |
| 4 | 60 | \$25.88 | \$10.55 | \$8.15 | \$0.00 | \$44.58 |
| 5 | 65 | \$28.04 | \$10.55 | \$8.40 | \$0.00 | \$46.99 |
| 6 | 70 | \$30.20 | \$10.55 | \$8.40 | \$0.00 | \$49.15 |
| 7 | 75 | \$32.36 | \$10.55 | \$8.40 | \$0.00 | \$51.31 |
| 8 | 80 | \$34.51 | \$10.55 | \$8.40 | \$0.00 | \$53.46 |
| 9 | 85 | \$36.67 | \$10.55 | \$8.40 | \$0.00 | \$55.62 |
| 10 | 90 | \$38.83 | \$10.55 | \$8.40 | \$0.00 | \$57.78 |

Notes:

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 7</i> | 06/27/2021 | \$45.21 | \$11.75 | \$13.26 | \$0.00 | \$70.22 |
| | 01/02/2022 | \$45.81 | \$12.00 | \$13.42 | \$0.00 | \$71.23 |
| | 07/03/2022 | \$46.41 | \$12.25 | \$13.69 | \$0.00 | \$72.35 |
| | 01/01/2023 | \$47.01 | \$12.50 | \$13.96 | \$0.00 | \$73.47 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 06/27/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 40 | \$18.08 | \$6.45 | \$0.54 | \$0.00 | \$25.07 |
| 2 | 45 | \$20.34 | \$6.45 | \$0.61 | \$0.00 | \$27.40 |
| 3 | 50 | \$22.61 | \$11.75 | \$7.08 | \$0.00 | \$41.44 |
| 4 | 55 | \$24.87 | \$11.75 | \$7.15 | \$0.00 | \$43.77 |
| 5 | 65 | \$29.39 | \$11.75 | \$8.93 | \$0.00 | \$50.07 |
| 6 | 70 | \$31.65 | \$11.75 | \$10.10 | \$0.00 | \$53.50 |

Effective Date - 01/02/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 40 | \$18.32 | \$6.60 | \$0.54 | \$0.00 | \$25.46 |
| 2 | 45 | \$20.61 | \$6.60 | \$0.61 | \$0.00 | \$27.82 |
| 3 | 50 | \$22.91 | \$12.00 | \$7.13 | \$0.00 | \$42.04 |
| 4 | 55 | \$25.20 | \$12.00 | \$7.20 | \$0.00 | \$44.40 |
| 5 | 65 | \$29.78 | \$12.00 | \$9.01 | \$0.00 | \$50.79 |
| 6 | 70 | \$32.07 | \$12.00 | \$10.20 | \$0.00 | \$54.27 |

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| TERRAZZO FINISHERS | 08/01/2021 | \$56.09 | \$11.39 | \$22.25 | \$0.00 | \$89.73 |
| BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE | 02/01/2022 | \$56.68 | \$11.39 | \$22.25 | \$0.00 | \$90.32 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$28.05 | \$11.39 | \$22.25 | \$0.00 | \$61.69 |
| 2 | 60 | \$33.65 | \$11.39 | \$22.25 | \$0.00 | \$67.29 |
| 3 | 70 | \$39.26 | \$11.39 | \$22.25 | \$0.00 | \$72.90 |
| 4 | 80 | \$44.87 | \$11.39 | \$22.25 | \$0.00 | \$78.51 |
| 5 | 90 | \$50.48 | \$11.39 | \$22.25 | \$0.00 | \$84.12 |

Effective Date - 02/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$28.34 | \$11.39 | \$22.25 | \$0.00 | \$61.98 |
| 2 | 60 | \$34.01 | \$11.39 | \$22.25 | \$0.00 | \$67.65 |
| 3 | 70 | \$39.68 | \$11.39 | \$22.25 | \$0.00 | \$73.32 |
| 4 | 80 | \$45.34 | \$11.39 | \$22.25 | \$0.00 | \$78.98 |
| 5 | 90 | \$51.01 | \$11.39 | \$22.25 | \$0.00 | \$84.65 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| TERRAZZO MECHANIC | 08/01/2021 | \$57.17 | \$11.39 | \$22.24 | \$0.00 | \$90.80 |
| BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE | 02/01/2022 | \$57.74 | \$11.39 | \$22.24 | \$0.00 | \$91.37 |

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

Effective Date - 08/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$28.59 | \$11.39 | \$22.24 | \$0.00 | \$62.22 |
| 2 | 60 | \$34.30 | \$11.39 | \$22.24 | \$0.00 | \$67.93 |
| 3 | 70 | \$40.02 | \$11.39 | \$22.24 | \$0.00 | \$73.65 |
| 4 | 80 | \$45.74 | \$11.39 | \$22.24 | \$0.00 | \$79.37 |
| 5 | 90 | \$51.45 | \$11.39 | \$22.24 | \$0.00 | \$85.08 |

Effective Date - 02/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$28.87 | \$11.39 | \$22.24 | \$0.00 | \$62.50 |
| 2 | 60 | \$34.64 | \$11.39 | \$22.24 | \$0.00 | \$68.27 |
| 3 | 70 | \$40.42 | \$11.39 | \$22.24 | \$0.00 | \$74.05 |
| 4 | 80 | \$46.19 | \$11.39 | \$22.24 | \$0.00 | \$79.82 |
| 5 | 90 | \$51.97 | \$11.39 | \$22.24 | \$0.00 | \$85.60 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|-----------------------|------------------|---------------|----------------|----------------------------------|-------------------|
| TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i> | 06/01/2021 | \$42.07 | \$8.60 | \$17.72 | \$0.00 | \$68.39 |
| | 12/01/2021 | \$43.08 | \$8.60 | \$17.72 | \$0.00 | \$69.40 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i> | 06/01/2021 | \$40.79 | \$8.60 | \$17.72 | \$0.00 | \$67.11 |
| | 12/01/2021 | \$41.80 | \$8.60 | \$17.72 | \$0.00 | \$68.12 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i> | 06/01/2021 | \$40.67 | \$8.60 | \$17.72 | \$0.00 | \$66.99 |
| | 12/01/2021 | \$41.68 | \$8.60 | \$17.72 | \$0.00 | \$68.00 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i> | 06/01/2021 | \$35.90 | \$12.47 | \$14.50 | \$0.00 | \$62.87 |
| | 12/01/2021 | \$36.73 | \$12.47 | \$14.50 | \$0.00 | \$63.70 |
| | 06/01/2022 | \$37.60 | \$12.47 | \$14.50 | \$0.00 | \$64.57 |
| | 12/01/2022 | \$38.48 | \$12.47 | \$14.50 | \$0.00 | \$65.45 |
| | 06/01/2023 | \$39.43 | \$12.47 | \$14.50 | \$0.00 | \$66.40 |
| | 12/01/2023 | \$40.38 | \$12.47 | \$14.50 | \$0.00 | \$67.35 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 08/01/2021 | \$36.82 | \$13.41 | \$14.82 | \$0.00 | \$65.05 |
| | 12/01/2021 | \$36.82 | \$13.41 | \$16.01 | \$0.00 | \$66.24 |
| TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i> | 06/01/2021 | \$52.90 | \$8.60 | \$18.17 | \$0.00 | \$79.67 |
| | 12/01/2021 | \$53.91 | \$8.60 | \$18.17 | \$0.00 | \$80.68 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i> | 06/01/2021 | \$54.90 | \$8.60 | \$18.17 | \$0.00 | \$81.67 |
| | 12/01/2021 | \$55.91 | \$8.60 | \$18.17 | \$0.00 | \$82.68 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i> | 06/01/2021 | \$44.97 | \$8.60 | \$18.17 | \$0.00 | \$71.74 |
| | 12/01/2021 | \$45.98 | \$8.60 | \$18.17 | \$0.00 | \$72.75 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i> | 06/01/2021 | \$46.97 | \$8.60 | \$18.17 | \$0.00 | \$73.74 |
| | 12/01/2021 | \$47.98 | \$8.60 | \$18.17 | \$0.00 | \$74.75 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 08/01/2021 | \$36.24 | \$13.41 | \$14.82 | \$0.00 | \$64.47 |
| | 12/01/2021 | \$36.24 | \$13.41 | \$16.01 | \$0.00 | \$65.66 |
| WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$15.99 | \$0.00 | \$57.09 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$15.99 | \$0.00 | \$57.92 |
| | 06/01/2022 | \$33.95 | \$8.60 | \$15.99 | \$0.00 | \$58.54 |
| | 12/01/2022 | \$34.58 | \$8.60 | \$15.99 | \$0.00 | \$59.17 |
| | 06/01/2023 | \$35.20 | \$8.60 | \$15.99 | \$0.00 | \$59.79 |
| | 12/01/2023 | \$35.83 | \$8.60 | \$15.99 | \$0.00 | \$60.42 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i> | 06/01/2021 | \$32.50 | \$8.60 | \$13.93 | \$0.00 | \$55.03 |
| | 12/01/2021 | \$33.33 | \$8.60 | \$13.93 | \$0.00 | \$55.86 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i> | 03/17/2021 | \$43.21 | \$9.30 | \$16.60 | \$0.00 | \$69.11 |
| | 09/17/2021 | \$43.46 | \$9.55 | \$17.10 | \$0.00 | \$70.11 |
| | 03/17/2022 | \$44.71 | \$9.55 | \$17.10 | \$0.00 | \$71.36 |
| | 09/17/2022 | \$45.71 | \$9.55 | \$17.10 | \$0.00 | \$72.36 |
| | 03/17/2023 | \$46.96 | \$9.55 | \$17.10 | \$0.00 | \$73.61 |
| | 09/17/2023 | \$47.96 | \$9.55 | \$17.10 | \$0.00 | \$74.61 |
| | 03/17/2024 | \$49.21 | \$9.55 | \$17.10 | \$0.00 | \$75.86 |
| For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER" | | | | | | |
| Outside Electrical - West | | | | | | |
| EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> | 09/01/2019 | \$44.67 | \$8.00 | \$12.55 | \$0.00 | \$65.22 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> | 09/01/2019 | \$30.58 | \$8.00 | \$5.48 | \$0.00 | \$44.06 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| GROUNDMAN / TRUCK DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> | 09/01/2019 | \$39.97 | \$8.00 | \$10.96 | \$0.00 | \$58.93 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| HEAVY EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> | 09/01/2019 | \$47.01 | \$8.00 | \$13.22 | \$0.00 | \$68.23 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> | 09/01/2019 | \$51.71 | \$8.00 | \$15.55 | \$0.00 | \$75.26 |

Apprentice - LINEMAN (Outside Electrical) - West Local 42

Effective Date - 09/01/2019

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$31.03 | \$8.00 | \$3.43 | \$0.00 | \$42.46 |
| 2 | 65 | \$33.61 | \$8.00 | \$3.51 | \$0.00 | \$45.12 |
| 3 | 70 | \$36.20 | \$8.00 | \$3.59 | \$0.00 | \$47.79 |
| 4 | 75 | \$38.78 | \$8.00 | \$5.16 | \$0.00 | \$51.94 |
| 5 | 80 | \$41.37 | \$8.00 | \$5.24 | \$0.00 | \$54.61 |
| 6 | 85 | \$43.95 | \$8.00 | \$5.32 | \$0.00 | \$57.27 |
| 7 | 90 | \$46.54 | \$8.00 | \$7.40 | \$0.00 | \$61.94 |

Notes:

Apprentice to Journeyworker Ratio:1:2

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> | 02/04/2019 | \$30.73 | \$4.70 | \$3.17 | \$0.00 | \$38.60 |
| TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> | 02/04/2019 | \$28.93 | \$4.70 | \$3.14 | \$0.00 | \$36.77 |
| TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> | 02/04/2019 | \$28.93 | \$4.70 | \$3.14 | \$0.00 | \$36.77 |
| TRACTOR-TRAILER DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> | 09/01/2019 | \$44.67 | \$8.00 | \$12.55 | \$0.00 | \$65.22 |

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

ENERGY MANAGEMENT SERVICES – M.G.L. c. 25A, § 14

This Energy Management Services Contract (hereinafter “Contract” or “Agreement”) is made and entered into as of _____, 2021 (“Effective Date”) by and between Energy Resources USA, LLC. (hereinafter “ESCO”), a business entity having its principal offices at 76 Watertown Road Thomaston, CT, and the Town of Montague, Massachusetts (hereinafter the “Customer”), a municipal corporation and a political subdivision of the Commonwealth of Massachusetts, having its principal offices at One Avenue A, Turners Falls, MA for the purpose of furnishing and assuring the performance of certain energy conservation measures at the buildings, facilities and properties (“Facilities”) identified in the scope of work attached hereto as **Exhibit A**.

WHEREAS, Customer has been designated a Green Community by the Massachusetts Department of Energy Resources (“DOER”) and, as such, has been awarded a grant by the DOER for use with DOER-approved projects (“DOER Grant”);

WHEREAS, based upon its audit of various Customer facilities and the energy usage associated with such facilities, ESCO has identified energy conservation measures which, if implemented, will reduce Customer’s energy usage, all as reflected in the Customers Green Communities Application prepared for Customer, a copy of which is incorporated herein by reference;. This document, titled “Comprehensive Energy Efficient Facility Upgrades for 23 Bridge Street, 38 Avenue A, and 34 Greenfield Road”, is the turnkey proposal which contained the “Detailed Energy Analysis” section, in which the energy savings were estimated.

WHEREAS, in reliance upon the Technical Audit, Customer has agreed to authorize ESCO to construct and implement certain of the proposed energy conservation measures, as reflected in this Agreement;

NOW, THEREFORE, in exchange for the promises set forth herein, and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

Key terms used and capitalized within this contract are defined as follows:

Agreement, Contract, or Contract Documents – This term refers to this Contract and all documents attached to and incorporated by reference in the Contract, and to any amendments to this Contract signed by the Parties after execution of the Contract.

Energy Baseline – The energy baseline is a calculation or measure of each type of energy consumed in existing facilities prior to the installation of energy conservation measures. The Energy Baseline is shown in the Technical Audit.

Energy Conservation/Efficiency Measure or “ECM” - An activity or set of activities designed to increase the energy conservation or efficiency of all or any part of a facility, including, but not limited to, the installation of new equipment or the modification of or alteration to existing equipment to reduce energy costs by improving efficiency.

Energy Savings – The reduction of energy consumption or demand resulting from ECM(s) determined by comparing the energy baseline with the energy consumed (or energy demand) after the ESCO has implemented the ECM(s). The Energy Savings is shown in the Technical Audit.

Hazardous Waste – This term has the meaning prescribed by 310 CMR 30.000

Substantial Completion Date – The date on which the ECMs are (i) substantially complete and (ii) capable of producing savings substantially equal to or greater than the energy savings, which date shall be certified by the ESCO in writing to Customer.

ARTICLE 2: PRICE & CONTRACT TERM

2.1 Total Project Cost and Price

The “total project cost,” as such term is defined in G.L. c. 25A, § 14(a), for this Contract is \$61,129.00, which shall be paid as follows:

Schedule of Values: The schedule of values based on the project fee of \$61,129.00 is as follows:

- Initial Invoice: Mobilization (upon execution of contracts) \$15,000
- Substantial Completion (upon installation): \$40,000
- Final Completion (after final review and punch list) \$6,129

Except for sales taxes that are exempt under the Massachusetts Sales Act, ESCO shall be responsible for paying all taxes, fees, and charges related to the work, with the exception of any agreed upon in kind labor and/or materials provided by the Customer. It shall also be the responsibility of ESCO to obtain and pay for all permits, licenses and governmental approvals required for the work.

It is the responsibility of the Owner (Town of Montague) to obtain and manage the payment and reimbursements from the DOER grant. The Town of Montague shall be the sole payee and recipient of all DOER grant monies. The ESCO shall be responsible for providing sufficient backup documentation to the Town for the purposes of meeting the DOER requirements for grant fund disbursement. This shall include invoices with backup, project status updates, and project timelines.

2.2 Payment Terms

ESCO shall submit applications for payment to Customer for portions of the Contract Price corresponding to the work performed for according to the schedule in Section 2.1. By submitting an application for payment, Contractor hereby agrees that it shall be deemed to have certified that all of the work for which payment is sought was completed in accordance with all permits, governmental approvals, applicable laws and regulations, and the terms of this Contract. Subject to the terms of this Contract, Customer shall pay all undisputed amounts requested in the application within thirty (30) days of Customer’s receipt of a proper application for payment.

2.3 Contract Term

Unless terminated earlier in accordance with the provisions of this Contract, the term of this Contract shall be 90 days from the Effective Date.

ARTICLE 3: THE WORK

3.1 Time for Performance and Final Completion

ESCO shall commence work within ninety (90) days of the Effective Date. ESCO shall substantially complete all work, as reasonably determined by Customer, within 60 days after commencing said work, subject to extensions if and as permitted by this Contract. After Substantial Completion, all remaining work shall be completed within 30 days. ESCO shall, within seven (7) days of the Effective Date, provide a project schedule subject to Customer's approval, which shall not be unreasonably withheld. The work must be performed in a continuous, uninterrupted manner between the hours of 7:00 AM and 6:30 PM, Monday through Friday, provided, however, that work may be otherwise scheduled at the Town's election, and in accordance with a schedule to be agreed to by the Parties, to avoid or minimize interference and inconvenience to the occupants of Customer's buildings.

3.2 Scope of Work

The scope of the work shall include all work necessary, incidental and appropriate to accomplish the ECMs contained in **Exhibit A**. ESCO shall perform, supervise, direct and oversee the work using its best ability, skill, attention, and oversight, and in accordance with all applicable local, state and federal laws and regulations (including, but not limited to, the Massachusetts Prevailing Wage Law), prudent industry practices, permits, governmental approvals, and manufacturers' warranties, if any.

3.3 Construction Procedures, Changes to Work and Coordination

ESCO shall be solely responsible for construction means, methods, techniques, sequences, and procedures. No changes to the work may be made by ESCO without the advance written approval of Customer.

ESCO shall promptly correct any work that does not conform with the terms of the Contract. If ESCO fails within seven (7) days of receipt of notice from Customer to commence, and thereafter diligently pursue, a correction of any such non-conforming work, Customer may (i) cause such work to be corrected and deduct all costs and expenses incurred in connection therewith from amounts otherwise payable to the ESCO and/or (ii) terminate this Agreement. The foregoing notwithstanding, in the event any non-conformity threatens public health or safety, ESCO shall correct the conformity immediately with or without notice from Customer.

ESCO shall coordinate all work with utilities if and as required at no additional cost or expense to Customer.

3.4 Coordination with Maintenance Staff

ESCO shall coordinate all work and fully cooperate with Customer's maintenance personnel, and shall train such personnel in the operation and maintenance of all ECMs, equipment, material and products installed under this Contract. ESCO shall provide a preventive maintenance schedule and procedures for such equipment.

3.5 Material and Equipment Installed

All ECMs, equipment, products and material installed under this Contract shall be subject to Customer's approval. No substitution of any material, product or equipment specified in the Contract shall be made without the advance written approval of Customer, and to be eligible for approval, any such substitution shall be at least equal to the specified material, product or equipment in quality, finish, durability, serviceability and performance for the purpose intended, as determined by Customer.

If applicable, ESCO shall prepare and furnish for Customer's approval at least three (3) maintenance manuals for all ECMs and equipment installed under this Contract.

3.6 Removal of Debris and Waste

ESCO will be responsible for proper disposal of construction debris and non-hazardous waste generated by or resulting from its work. ESCO shall not introduce any Hazardous Materials on, in or about the Facilities. Unless otherwise provided in **Exhibit A**, ESCO shall not be responsible for the removal of Hazardous Materials, if any, that existed on the Facilities before the date of this Contract, provided that ESCO has not exacerbated or caused a release or discharge of such materials during the work. In the event ESCO encounters such materials, it shall notify Customer immediately.

3.7 Subcontracting

ESCO may not subcontract any part of the work without the advance written approval of the Customer, which shall not be unreasonably withheld, conditioned or delayed. ESCO shall be responsible for all of the conduct, acts and omissions of its subcontractors, suppliers, employees, agents, representatives, and other persons for whom ESCO is responsible. Nothing in this Contract shall create any contractual relationship between any such subcontractor, supplier, employee, agent, representative or person and Customer.

3.8 Delays

If ESCO is delayed in the commencement or completion of any part of the work due to events beyond ESCO's control (and thus without the fault or negligence of the ESCO), including but not limited to fire, flood, or unavoidable casualties, it must notify Customer of the delay in writing within ten (10) days of the commencement of the event resulting or expected to result in delay. Such notice must include a reasonably detailed explanation of the cause and anticipated extent of the delay, and the extension requested, if any, to the time for completion of the work set forth in Section 3.1. ESCO shall have no claim for additional compensation on account of any delays, including, but not limited to, delays allegedly caused by Customer, and an extension of time, if any, shall be ESCO's sole remedy for any delays. Failure of ESCO to request a time extension in accordance with this Section shall result in the waiver of any claim for such extension. Any decision on ESCO's request for a time extension shall be final and binding in accordance with Section 7.1 (Dispute Resolution and Claims).

3.9 Equipment Location and Access

The buildings and facilities related to this contract and identified in **Exhibit A** (the “Facilities”) shall be referred to individually as “the School”.

The ESCO is responsible for the security and risk of loss of partially completed work, and for materials and equipment stored at Customer properties. Only materials and equipment intended and necessary for immediate use shall be brought into the Facilities. Customer shall provide without charge a mutually satisfactory location or locations, for the storage of materials and equipment. Flammables and combustibles shall not be stored on the Facilities.

3.10 Utilities

To the extent water, heat and utilities exist at the Facilities and are available for use, Customer shall allow such water, heat, and utilities to be reasonably consumed by the ESCO without charge for performance of the work. The foregoing notwithstanding, Customer shall not be responsible to install or pay for any facilities or modifications not already in existence that are necessary to access such water, heat, and utilities during the work.

3.11 Existing Deficiencies, Code Violations, and Concealed or Unknown Conditions

ESCO shall not be responsible for correcting any existing code violations, hidden conditions, and/or corrections of existing deficiencies which are not explicitly identified and included in its scope of work. If such conditions are encountered during the work, ESCO shall notify the Owner of such condition and stop work until the Owner corrects the deficiency. The ESCO shall be allowed an extension to the project schedule which is equal to the delay caused by such conditions.

3.12 Shutdown of Services

As noted above in 3.9, the nature of this work will result in the facility not having heating, cooling or ventilation for a substantial duration of the project and as such the Town and the School management shall make all appropriate arrangements to event schedules and notifications of staff. The space shall not be occupied by the general public during this time. The ESCO scope does not include the provision of temporary heating or cooling and thus the building temperatures will be subject to being less than standard conditions during this time.

With respect to fire alarm or other fire protections, if Customer approves a shutdown of such protections, ESCO shall also, in advance, notify the local fire department of any shutdown of service and notify the fire department when such service is restored.

3.13 Indemnification and Limitation of Liability

ESCO shall be responsible for the work and take all precautions for preventing injuries to persons and damage to property in or about the work and Facilities, and for all losses, claims, costs, expenses, including reasonable attorneys’ fees, damages and other liabilities resulting or arising from the work. ESCO shall pay or cause payment to be made for all labor performed or furnished and for all material used or employed in carrying out this Contract. In addition to, and not in limitation of, any other rights and remedies available to Customer under this Contract, at law or in equity, ESCO shall

defend, indemnify and hold harmless the Customer, their employees, officials and agents from and against any and all third-party claims relating to:

1. Labor performed or furnished and materials used or employed for the work;
2. Inventions, patents and patent rights used in and in doing the work;
3. Injuries to any person caused, in whole or in part, directly or indirectly, by ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible;
4. Damage to property, including the Facilities and the work, caused, in whole or in part, directly or indirectly, by ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible; and
5. Any act, omission, or fault or neglect of the ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible.

The indemnification obligation includes the payment of reasonable attorneys' fees incurred by Customer in connection with any such claims.

3.14 Criminal Offender Record Information. If the Facilities constitute, in whole or in part, school property, the following shall apply:

In accordance with G.L. c. 71, § 38R, and G.L. c. 6, §178KD et seq., and any regulations promulgated pursuant thereto, Customer may request and obtain all available criminal offender record information, national fingerprint-based criminal background checks, and information maintained by the Sex Offender Registry Board (collectively, "C/SORI") for all persons who may perform work or services on school grounds and have direct and unmonitored contact with children. ESCO shall require all individuals, employees, agents, contractors or others working on behalf of ESCO who will be involved in the work or services under this Agreement (and any Contract) to complete and sign a Request Form (or other documents) to obtain C/SORI if, in the sole determination of the Customer, some or all such persons may have direct and unmonitored contact with children during the work or services. If, based on the result of a C/SORI check, Customer determines, in its sole discretion, to exclude any person from furnishing work or services pursuant to this Agreement, ESCO shall ensure that such person is not given access to the Facilities and is prohibited from working under this Agreement (and any Contract).

Notwithstanding the foregoing parts of this section:

As between ESCO and Customer, ESCO shall be solely responsible for the acts and omissions of its employees, agents, contractors and other persons performing services under this Agreement for or on behalf of ESCO. In addition, Customer's exercise or failure to exercise its rights under this Agreement to conduct C/SORI checks and/or to exclude persons from the Facilities and from working under this Agreement shall relieve ESCO of its obligations thereunder, nor act to waive any of the rights, remedies and defenses available to the Customer under this Agreement, at law and in equity. Furthermore, Customer may, notwithstanding anything to the contrary in this Contract, including without limitation Article 5, terminate this Contract immediately for any failure of ESCO to strictly

comply with this section.

ARTICLE 4: PERFORMANCE AND EVALUATION OF COMPLETED WORK

4.1 Workmanship and Equipment Warranty

ESCO hereby assigns to the Customer all warranties of all equipment, products and materials used in the work. In addition to and not in limitation of any other rights and remedies available to Customer under the Contract, at law or in equity, and in addition to and not in lieu or limitation of any applicable statutory limitations periods or manufacturers' warranties, ESCO warrants that, for a period of one year from the date of substantial (or beneficial use whichever occurs first) completion of the work, as determined by Customer ("Warranty Period"), all equipment, products, materials and the work shall be free from defects in material, manufacture, workmanship and performance, and agrees that if a defect occurs within the Warranty Period, ESCO shall promptly correct and pay for correction of all defects including replacement or repair and all parts and labor.

4.2 Qualified Vendor

ESCO is an approved energy efficiency measure implementer for projects in the Eversource territory. Eversource has selected ESCO to provide services under Chapter 25A of the Massachusetts General Law

ARTICLE 5: EVENTS OF DEFAULT

5.1 The following events or conditions shall constitute an Event of Default by the ESCO and shall give the Customer the right, without an election of remedies, to proceed pursuant to Section 7.01 and/or terminate this Contract by delivery of written notice of termination, upon which event the ESCO shall be liable to the Customer for any and all damages sustained by the Customer:

1. Any representation or warranty made by the ESCO in this Contract which was intentionally and knowingly false or misleading in any material respect when made.
2. The voluntary or involuntary filing of bankruptcy by/against the ESCO or an involuntary assignment for the benefit of creditors, or the liquidation of the ESCO;
3. Any failure by the ESCO to perform or comply with any other material term or condition of this Contract, unless ESCO promptly commences and diligently pursues a cure to completion within thirty (30) days after receipt of written notice of the default from Customer, or if a cure cannot reasonably be completed in thirty (30) days, within and not to exceed ninety (90) days from receipt of notice.

ARTICLE 6: INSURANCE & BONDS

The ESCO 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 and before commencement of work hereunder the ESCO 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 ESCO shall carry the following types of insurance in at least the minimum amounts specified below:

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

The TOWN OF MONTAGUE shall be named as an additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

ARTICLE 7: MISCELANEOUS

7.1 Dispute/Claim Resolution

Disputes arising under this Contract, including but not limited to disputes regarding changes in and interpretations of the terms or scope of the Contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures:

1. All claims and disputes by the ESCO shall be made in writing and submitted to the Customer for a written decision within ten (10) days of the commencement of the event giving rise to the claim or dispute.
2. ESCO shall continue to perform all work, including any disputed work, pending and notwithstanding any disputes or claims.
3. Within thirty (30) days of submission of the dispute or claim to the Customer, Customer shall issue a written decision on the claim or dispute. Any failure of Customer to issue a decision within such period shall be deemed a denial of the claim or dispute. The decision of Customer shall be final unless arbitrary, capricious or illegal.
4. If ESCO is dissatisfied with Customer's decision, it may, subject to the last sentence of subparagraph

3 above, send written notification to the Customer disputing the Customer's decision and request non-binding mediation by an impartial expert mediator of mutual consent. In the event that the mediation effort fails, then the ESCO may at its choice, pursue a legal remedy in the appropriate state court in the county within which Customer's principal office is located within 90 days following completion of all work, failing which any claim of Customer shall be deemed waived.

Notwithstanding the foregoing, nothing in this Section 7.1 shall prevent a Party from terminating this Agreement in accordance with its terms.

7.2 Conditions Beyond Control of the Parties

Subject to the claims process set forth in Section 3.8 of this Agreement: Except as otherwise provided herein, if either Party is unable to carry out any material obligation under this Contract due to events beyond its reasonable control, such as insurrections, riots, fires, explosions or floods, this Contract shall remain in effect but the affected party's obligations shall be suspended until the uncontrollable event terminates or is resolved, provided that the Party whose performance is affected by such event shall exercise reasonably diligent efforts to mitigate and, if practicable, overcome the effects of such event, and provided further that if such suspension continues for 90 calendar days notwithstanding any efforts to mitigate or overcome the effects of the event, either Party may terminate this Contract subject to any obligations and liabilities that arose prior to the date of termination.

7.3 Access and Inspection

Customer shall have constant access to inspect the work and, upon reasonable advance notice to ESCO, the books, records, and other data created and/or received by ESCO pursuant to this Contract. Records shall be kept by ESCO on a generally recognized accounting basis and all data and calculations shall be kept on file in legible form. Subject to the Massachusetts Public Records Law, all such books, records and data shall be saved or archived for a period of three (3) years after final completion of all work and shall be made available within Massachusetts to Customer for any inspection requested by Customer under this section. Before destruction of any such books, records or data, ESCO shall give Customer ninety (90) days written notice of such destruction, and Customer may, in its discretion and at its cost, make arrangements for the transfer or copying of such books, records or data to/by Customer.

7.4 Ownership of Documents

All drawings, documents, reports and other materials prepared by ESCO specifically in performance of this Contract shall become the property of the Customer upon the expiration or earlier termination of the Contract.

7.5 Certifications Required by Law

ESCO certifies as follows:

1. **Certificate of Authorization:** If ESCO is a corporation, each person executing this Contract on behalf of the ESCO hereby covenants, represents and warrants that ESCO is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in Massachusetts (evidence

thereof to be supplied to Customer upon execution of Contract); and that each person executing this Contract on behalf of the ESCO is an officer of ESCO and is duly authorized to execute, acknowledge and deliver this Contract to the Customer (and a copy of a corporate resolution to this effect shall be supplied to Customer upon execution of Contract).

2. **Tax Compliance Certification:** Pursuant to G.L. c. 62C § 49A(b), ESCO hereby certifies, under the penalties of perjury, that it has complied with any and all applicable state laws relating to taxes, reporting of employees and contractors, and the withholding and remitting of child support.

3. **Certificate of Non-collusion:** The undersigned certifies under penalties of perjury that this Contract has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity of group of individuals.

4. **Foreign Corporation:** If a foreign corporation, ESCO hereby certifies that it is in compliance with G.L. c. 156D §§ 15.03 and 15.07 (as amended or superseded).

7.6 Assignment

ESCO shall not assign, transfer, convey, or otherwise dispose of this Contract, or any part hereof, or its right, title or interest in the Contract or any part thereof, without the prior written consent of the Customer. ESCO shall not assign by power-of-attorney, or otherwise, any of the moneys due or to become due and payable under this Contract, without the prior written consent of the Customer.

7.7 Applicable Law and Severability

This Contract is made and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Contract shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Contract shall be construed as if such provision had never been made part thereof.

7.8 Complete Agreement

This Contract, together with any documents incorporated herein by attachment as an exhibit or by reference, shall constitute the entire and exclusive Contract between both parties and supersedes and terminates all prior arrangements, understandings and agreements, whether oral or written, and this Contract may not be amended or modified except in writing and executed by the Customer and the ESCO.

The failure of either the ESCO or the Customer to insist upon the strict performance of any term or condition hereof shall not constitute or be construed as a waiver or relinquishment of either party’s right to thereafter enforce the same in accordance with this Contract.

7.9 Reasonable Cooperation

The parties shall reasonably cooperate during the term of this Contract, including with the execution and delivery of any additional documents that may be reasonably necessary to effectuate the provisions of

this Contract.

7.10 Customer Approvals

Notwithstanding anything to the contrary in this Contract, wherever in this Contract Customer is required or permitted to review, approve or disapprove, accept or reject any document, information, work, or other thing, and whenever such review, approval etc. is given whether or not required or permitted in this Contract, neither such review, approval or disapproval, acceptance or rejection, nor any lack thereof, shall act as a waiver of any rights, defenses or remedies available to Customer or relieve ESCO of its duties and obligations under this Contract.

SIGNATURES

IN WITNESS THEREOF, the parties have each caused this Agreement to be executed in duplicate on the dates set forth below (the last of which shall be considered the date of execution hereof) by their duly authorized representatives.

ESCO – Energy Resources USA, LLC, LLC

TOWN OF MONTAGUE
By its SELECTBOARD

By:

By:

Printed Name:

Richard Kuklewicz

Printed Title:

Christopher Boutwell

EXHIBIT A
APPROVED SCOPE OF WORK

Comprehensive Energy Efficient Facility Upgrade

Developed by  for:

Town of Montague - Miller's Falls Library

23 Bridge St, Millers Falls Massachusetts 01349

Walter Ramsey

413-863-3200 x112



Energy Resources Consultant:

Darek Chomiak

413-376-8575

dchomiak@energyresourcesusa.net

Issued on: September 13, 2021

Expires on: October 13, 2021

*Energy Resources is an approved contractor for the
Eversource MA Small Business DI Program*

Project Savings Overview

INPUT FACTORS:

| | |
|------------------------|--------------------|
| kWh Rate | \$0.19 / kWh |
| Oil Rate | \$2.58 / Gallon |
| Hours of Operation | Varies by Location |
| Existing Measure Count | 29 measures |
| Proposed Measure Count | 29 measures |

ENERGY and FINANCIAL SAVINGS:

| | |
|---------------------------|-------------|
| Annual kWh Saved | 1,231 kWh |
| Total Gallons Saved | 830 Gallons |
| Total Annual Savings (\$) | \$1,045.20 |

FACILITY INVESTMENT:

| | |
|-----------------------------|--------------------|
| Turnkey Project Cost | \$26,249.90 |
| Utility Incentive | \$12,379.21 |
| MA Sales Tax | \$0.00 |
| Net Total Investment | \$13,870.69 |

**Pricing based on Prevailing Wage*

FINANCIAL ANALYSIS:

| | |
|-------------|-------|
| Project ROI | 7.54% |
|-------------|-------|

Initials _____ Date _____

Customer has 30 days to act on this proposal.

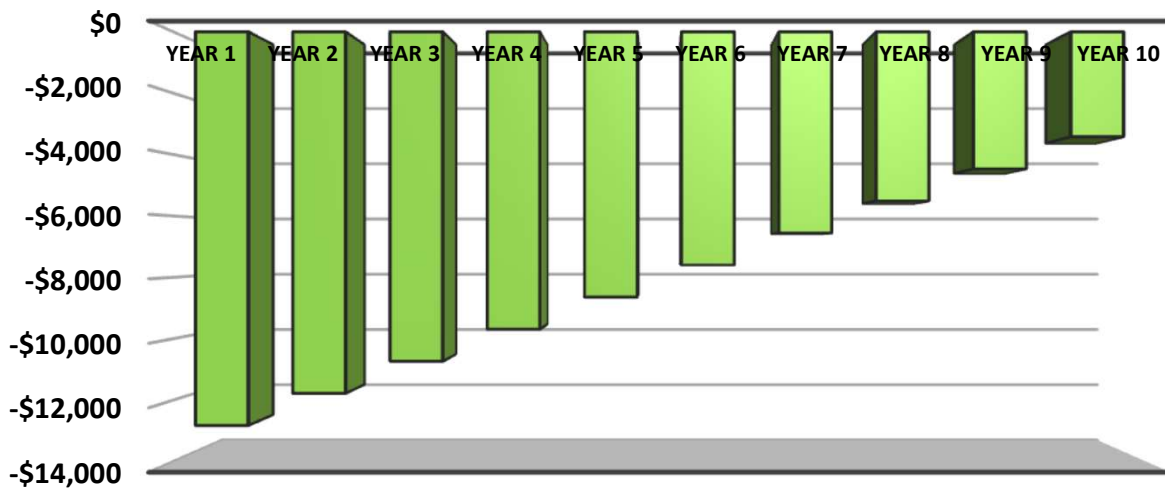
Detailed Energy Analysis

| ECM | Location | Existing System | Qty | Fixture Watts | Annual HRS | Replacement System | Qty | Fixture Watts | Annual HRS | Watts Saved | kWh Saved | Annual \$ Savings |
|-----|----------|-------------------------|-----------|---------------|------------|--|-----------|---------------|------------|----------------|----------------|--------------------|
| 1 | Library | 2 x 4 4L T8 32W | 21 | 112 | 624 | Philips CorePro 4' 4L Type C w/ Driver 14W | 21 | 56 | 624 | 1,176.0 | 733.8 | \$ 139.43 |
| 2 | Library | Standard Exit Sign | 2 | 30 | 8,760 | LED Exit w/ Emerg. Lights | 2 | 2 | 8,760 | 56.0 | 490.6 | \$ 93.21 |
| 3 | Bathroom | 4' 2L T8 Strip/Wrap 32W | 1 | 60 | 104 | Philips CorePro 4' 2L Type C w/ Driver 14W | 1 | 28 | 104 | 32.0 | 3.3 | \$ 0.63 |
| 4 | Basement | 23W CFL S/I | 4 | 23 | 52 | 9.5W A19 LED | 4 | 9.5 | 52 | 54.0 | 2.8 | \$ 0.53 |
| 5 | Facility | Hydronic Unit Heater | 1 | 0 | 8,760 | New Mitsubishi Ductless Heat Pump | 1 | 0 | 0 | 0.0 | 0.0 | \$ 811.40 |
| | | Total | 29 | | | | 29 | | | 1,318.0 | 1,230.5 | \$ 1,045.20 |

10 Year Cash Flow Analysis

| YEAR | YEARLY SAVINGS | YEARLY COST | CUMULATIVE CASH FLOW |
|---------------|--------------------|--------------------|----------------------|
| Year 1 | \$1,045.20 | \$13,870.69 | -\$12,825.49 |
| Year 2 | \$1,045.20 | \$0.00 | -\$11,780.29 |
| Year 3 | \$1,045.20 | \$0.00 | -\$10,735.09 |
| Year 4 | \$1,045.20 | \$0.00 | -\$9,689.89 |
| Year 5 | \$1,045.20 | \$0.00 | -\$8,644.70 |
| Year 6 | \$1,045.20 | \$0.00 | -\$7,599.50 |
| Year 7 | \$1,045.20 | \$0.00 | -\$6,554.30 |
| Year 8 | \$1,045.20 | \$0.00 | -\$5,509.10 |
| Year 9 | \$1,045.20 | \$0.00 | -\$4,463.90 |
| Year 10 | \$1,045.20 | \$0.00 | -\$3,418.70 |
| Totals | \$10,451.99 | \$13,870.69 | -\$3,418.70 |

CUMULATIVE \$\$ Savings



Project Benefits Summary

| | |
|---|-------------------|
| Reduce Energy Consumption | 51% |
| Reduce Annual Utility Cost | \$1,045.20 |
| Reduce Annual Maintenance Costs | |
| Instant on / Instant off Lighting | |
| Longer Life Lighting System | |
| Improved Color Rendering | |
| Disposal/Recycling of higher mercury lamps | |

Printed Name _____

Signature _____

Company Title _____

Date _____

Warranty and Notes

The Energy Resources turnkey solution includes the recycling of your existing technology and the disposal of non-hazardous waste. Materials and workmanship of your newly upgraded measures are fully warranted as follows:

- Workmanship – Energy Resources 2 Year Warranty
- Products - Manufacturer's Material Warranty

Your utility incentivized energy efficiency upgrade will result in **a large reduction in operating costs** for your facility. In addition, the new equipment will improve the quality of the overall working environment.

Customer signature of the proposal is authorization for Energy Resources to proceed with construction. Customer agrees to promptly execute any documents required by Eversource to effect payment to Energy Resources.

Project savings analysis is based on current burnt out lights being relamped prior to project installation.

This proposal is only guaranteed for 30 days from date of initial presentation.



Comprehensive Energy Efficient Facility Upgrade

Developed by  for:



Town of Montague - WWTP

34 Greenfield Rd, Montague Massachusetts 01351

Chelsey Little

413-773-8865



Energy Resources Consultant:

Darek Chomiak

413-376-8575

dchomiak@energyresourcesusa.net

Issued on: December 23, 2020

Expires on: January 22, 2021

*Energy Resources is an approved contractor for the
Eversource MA Small Business DI Program*

Project Savings Overview

INPUT FACTORS:

| | |
|------------------------|--------------------|
| kWh Rate | \$0.224 / kWh |
| Therms Rate | |
| Hours of Operation | Varies by Location |
| Existing Measure Count | 121 measures |
| Proposed Measure Count | 136 measures |

ENERGY and FINANCIAL SAVINGS:

| | |
|---------------------------|------------|
| Annual kWh Saved | 12,673 kWh |
| Total Therms Saved | |
| Total Annual Savings (\$) | \$5,005.61 |

FACILITY INVESTMENT:

| | |
|-----------------------------|--------------------|
| Turnkey Project Cost | \$63,577.72 |
| Utility Incentive | \$30,963.76 |
| MA Sales Tax* | \$0.00 |
| Net Total Investment | \$32,613.96 |

FINANCIAL ANALYSIS:

| | |
|---|-------------|
| Simple Payback (years) | 6.52 |
| Project ROI | 15.35% |
| Number of Months** | 24 months |
| Monthly Payment \$1,358.92 / Monthly Savings | \$417.13 |

Initials _____

Date _____

**Tax is calculated as 6.25% of retail materials cost only. **Interest-free financing will be provided off bill through Eversource MA. Customer has 30 days to act on this proposal.*

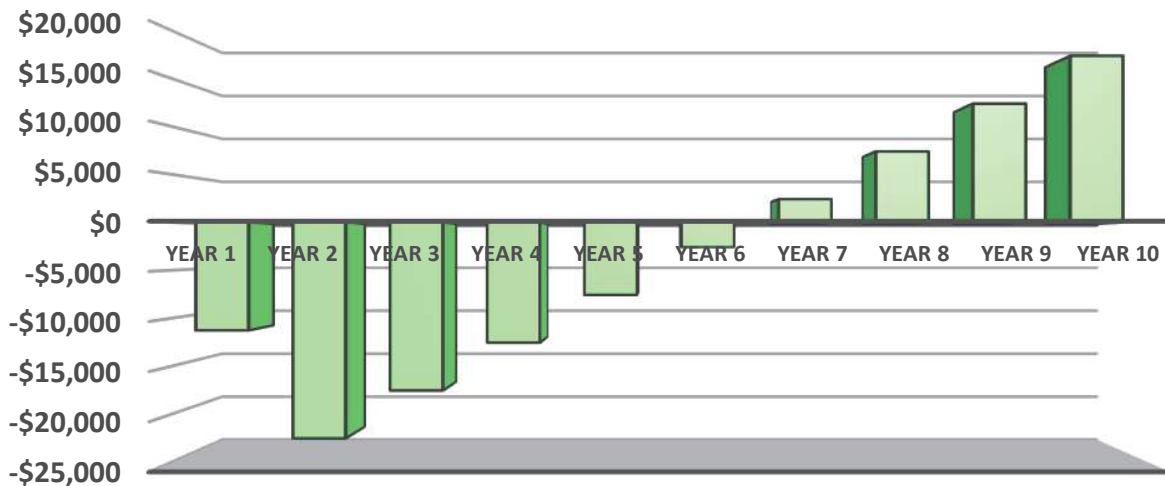
Detailed Energy Analysis

| ECM | Location | Existing System | Qty | Fixture Watts | Annual HRS | Replacement System | Qty | Fixture Watts | Annual HRS | Watts Saved | kWh Saved | Annual \$ Savings |
|-----|---------------------|---------------------------|------------|---------------|------------|---------------------------------------|------------|---------------|------------|----------------|-----------------|--------------------|
| 1 | Press Room Exit | Standard Exit Sign | 1 | 30 | 8,760 | LED Exit w/ Emerg. Lights | 1 | 2 | 8,760 | 28.0 | 245.3 | \$ 55.05 |
| 2 | Press Room | 4' 2L T8 Strip/Wrap 32W | 12 | 60 | 2,600 | Maxlite EX 4' 2L Type C w/ Driver 13W | 12 | 26 | 2,600 | 408.0 | 1,060.8 | \$ 238.08 |
| 3 | Press Room | 4' 2L T8 Strip/Wrap 32W | 2 | 25 | 8,760 | Maxlite EX 4' 2L Type C w/ Driver 13W | 2 | 26 | 8,760 | (2.0) | (17.5) | \$ (3.93) |
| 4 | Water Heater Closet | 4' 2L T8 Strip/Wrap 32W | 1 | 60 | 1,560 | Maxlite EX 4' 2L Type C w/ Driver 13W | 1 | 26 | 1,560 | 34.0 | 53.0 | \$ 11.90 |
| 5 | Old Shop | 75W Incandescent Screw-In | 1 | 75 | 2,600 | 9.5W A19 LED | 1 | 9.5 | 2,600 | 65.5 | 170.3 | \$ 38.22 |
| 6 | Old Shop | 4' 2L T8 Strip/Wrap 32W | 2 | 60 | 2,600 | Maxlite EX 4' 2L Type C w/ Driver 13W | 2 | 26 | 2,600 | 68.0 | 176.8 | \$ 39.68 |
| 7 | Primary Pump Room | 4' 2L T8 Strip/Wrap 32W | 1 | 60 | 2,600 | Maxlite EX 4' 2L Type C w/ Driver 13W | 1 | 26 | 2,600 | 34.0 | 88.4 | \$ 19.84 |
| 8 | Primary Pump Room | 4' 1L T8 Strip/Wrap 32W | 1 | 30 | 2,600 | Maxlite EX 4' 1L Type C w/ Driver 13W | 1 | 13 | 2,600 | 17.0 | 44.2 | \$ 9.92 |
| 9 | Primary Pump Room | 75W Incandescent Screw-In | 1 | 75 | 2,600 | 9.5W A19 LED | 1 | 9.5 | 2,600 | 65.5 | 170.3 | \$ 38.22 |
| 10 | Electrical Room | 4' 2L T8 Strip/Wrap 32W | 2 | 60 | 2,600 | Maxlite EX 4' 2L Type C w/ Driver 13W | 2 | 26 | 2,600 | 68.0 | 176.8 | \$ 39.68 |
| 11 | Electrical Room | 4' 1L T12 Strip/Wrap 40W | 4 | 50 | 2,600 | Maxlite EX 4' 1L Type C w/ Driver 13W | 4 | 13 | 2,600 | 148.0 | 384.8 | \$ 86.36 |
| 12 | Electrical Room | Replace Existing | 2 | 0 | 0 | Keystone Emergency Ballast KT-EMERG | 2 | 0 | 0 | 0.0 | 0.0 | \$ - |
| 13 | Upper Shop | 4' 2L T8 Strip/Wrap 32W | 14 | 60 | 2,600 | Maxlite EX 4' 2L Type C w/ Driver 13W | 14 | 26 | 2,600 | 476.0 | 1,237.6 | \$ 277.76 |
| 14 | Upper SHop | 4' 2L T8 Strip/Wrap 32W | 5 | 60 | 8,760 | Maxlite EX 4' 2L Type C w/ Driver 13W | 5 | 26 | 8,760 | 170.0 | 1,489.2 | \$ 334.23 |
| 15 | Boiler Room | 4' 2L T8 Strip/Wrap 32W | 2 | 60 | 260 | Maxlite EX 4' 2L Type C w/ Driver 13W | 2 | 26 | 260 | 68.0 | 17.7 | \$ 3.97 |
| 16 | Stairs | 4' 1L LED Strip - 25W | 1 | 25 | 2,600 | Maxlite EX 4' 1L Type C w/ Driver 13W | 1 | 13 | 2,600 | 12.0 | 31.2 | \$ 7.00 |
| 17 | Basement | 4' 2L T8 Strip/Wrap 32W | 18 | 60 | 2,600 | Maxlite EX 4' 2L Type C w/ Driver 13W | 18 | 26 | 2,600 | 612.0 | 1,591.2 | \$ 357.12 |
| 18 | Basement | 4' 2L T8 LED 18W | 3 | 36 | 2,600 | Maxlite EX 4' 2L Type C w/ Driver 13W | 3 | 26 | 2,600 | 30.0 | 78.0 | \$ 17.51 |
| 19 | Garage | 4' 2L T8 Strip/Wrap 32W | 8 | 60 | 2,600 | Maxlite EX 4' 2L Type C w/ Driver 13W | 8 | 26 | 2,600 | 272.0 | 707.2 | \$ 158.72 |
| 20 | Office | 4' 2L T8 Strip/Wrap 32W | 3 | 60 | 2,600 | Maxlite EX 4' 2L Type C w/ Driver 13W | 3 | 26 | 2,600 | 102.0 | 265.2 | \$ 59.52 |
| 21 | Bathroom | 2 x 4 2L T8 32W | 1 | 60 | 520 | Maxlite EX 4' 2L Type C w/ Driver 13W | 1 | 26 | 520 | 34.0 | 17.7 | \$ 3.97 |
| 22 | Site Poles | 175W MH Pole | 6 | 205 | 4,300 | FLD 60W LED Pole | 21 | 60 | 4,300 | (30.0) | (129.0) | \$ (28.95) |
| 23 | Septic Receiving | 175W MH Flood | 1 | 205 | 4,300 | RAB FFLED 39W | 1 | 41 | 4,300 | 164.0 | 705.2 | \$ 158.27 |
| 24 | Poles & Septic Recv | Add New | 0 | 41 | 4,300 | FSP211 Dimming/Daylight/Motion Sens | 0 | 32.8 | 3,010 | 0.0 | 0.0 | \$ - |
| 25 | Admin Bldg-Exterior | 26W Biax Flood | 3 | 33 | 4,300 | RAB FFLED18 | 3 | 22 | 4,300 | 33.0 | 141.9 | \$ 31.85 |
| 26 | Admin Bldg-Exterior | 75W Incandescent Screw-In | 1 | 75 | 4,300 | 9.5W A19 LED | 1 | 9.5 | 4,300 | 65.5 | 281.7 | \$ 63.21 |
| 27 | Generator Room | 4' 1L T8 Strip/Wrap 32W | 2 | 30 | 260 | Maxlite EX 4' 1L Type C w/ Driver 13W | 2 | 13 | 260 | 34.0 | 8.8 | \$ 1.98 |
| 28 | Blower Room | 4' 2L T8 Strip/Wrap 32W | 8 | 60 | 2,600 | Maxlite EX 4' 2L Type C w/ Driver 13W | 8 | 26 | 2,600 | 272.0 | 707.2 | \$ 158.72 |
| 29 | Shop | 4' 2L T8 Strip/Wrap 32W | 8 | 60 | 2,600 | Maxlite EX 4' 2L Type C w/ Driver 13W | 8 | 26 | 2,600 | 272.0 | 707.2 | \$ 158.72 |
| 30 | Garage | 4' 2L T8 Strip/Wrap 32W | 4 | 60 | 1,820 | Maxlite EX 4' 2L Type C w/ Driver 13W | 4 | 26 | 1,820 | 136.0 | 247.5 | \$ 55.55 |
| 31 | Bathroom | 2L 13W Biax | 1 | 28 | 260 | 14w ETI 12" Round Surf Mount LED | 1 | 14 | 260 | 14.0 | 3.6 | \$ 0.82 |
| 32 | Entrance | 2L 13W Biax | 1 | 28 | 2,600 | 14w ETI 12" Round Surf Mount LED | 1 | 14 | 2,600 | 14.0 | 36.4 | \$ 8.17 |
| 33 | Facility | Oil Fired Boiler | 1 | 0 | 8,760 | New Heat Pump | 1 | 0 | 8,760 | 0.0 | 1,974.7 | \$ 2,604.43 |
| | | Total | 121 | | | | 136 | | | 3,684.5 | 12,673.4 | \$ 5,005.61 |

10 Year Cash Flow Analysis

| YEAR | YEARLY SAVINGS | YEARLY COST | CUMULATIVE CASH FLOW |
|---------------|--------------------|--------------------|----------------------|
| Year 1 | \$5,005.61 | \$16,306.98 | -\$11,301.37 |
| Year 2 | \$5,005.61 | \$16,306.98 | -\$22,602.73 |
| Year 3 | \$5,005.61 | \$0.00 | -\$17,597.12 |
| Year 4 | \$5,005.61 | \$0.00 | -\$12,591.51 |
| Year 5 | \$5,005.61 | \$0.00 | -\$7,585.89 |
| Year 6 | \$5,005.61 | \$0.00 | -\$2,580.28 |
| Year 7 | \$5,005.61 | \$0.00 | \$2,425.33 |
| Year 8 | \$5,005.61 | \$0.00 | \$7,430.95 |
| Year 9 | \$5,005.61 | \$0.00 | \$12,436.56 |
| Year 10 | \$5,005.61 | \$0.00 | \$17,442.17 |
| Totals | \$50,056.13 | \$32,613.96 | \$17,442.17 |

CUMULATIVE \$\$ Savings



Project Benefits Summary

| | |
|---|--------------------|
| Reduce Energy Consumption | 48% |
| Reduce Annual Utility Cost | \$5,005.61 |
| 10 Year Positive Cash Flow | \$17,442.17 |
| Reduce Annual Maintenance Costs | |
| Instant on / Instant off Lighting | |
| Longer Life Lighting System | |
| Improved Color Rendering | |
| Disposal/Recycling of higher mercury lamps | |

Printed Name _____

Signature _____

Company Title _____

Date _____

Warranty and Notes

The Energy Resources turnkey solution includes the recycling of your existing technology and the disposal of non-hazardous waste. Materials and workmanship of your newly upgraded measures are fully warranted as follows:

- Workmanship – Energy Resources 2 Year Warranty
- Products - Manufacturer's Material Warranty

Your utility incentivized energy efficiency upgrade will result in **a large reduction in operating costs** for your facility. In addition, the new equipment will improve the quality of the overall working environment.

Customer signature of the proposal is authorization for Energy Resources to proceed with construction. Customer agrees to promptly execute any documents required by Eversource to effect payment to Energy Resources.

Project savings analysis is based on current burnt out lights being relamped prior to project installation.

This proposal is only guaranteed for 30 days from date of initial presentation.



Comprehensive Energy Efficient Facility Upgrade

Developed by  for:

Town of Montague - Park & Ride Lot

38 Ave. A, Turners Falls Massachusetts 01376

Walter Ramsey

413-863-3200 x112



Energy Resources Consultant:

Darek Chomiak

413-376-8575

dchomiak@energyresourcesusa.net

Issued on: March 29, 2021

Expires on: April 28, 2021

*Energy Resources is an approved contractor for the
Eversource MA Small Business DI Program*

Project Savings Overview

INPUT FACTORS:

| | |
|------------------------|--------------------|
| kWh Rate | \$0.169 / kWh |
| Therms Rate | |
| Hours of Operation | Varies by Location |
| Existing Measure Count | 17 measures |
| Proposed Measure Count | 17 measures |

ENERGY and FINANCIAL SAVINGS:

| | |
|---------------------------|------------|
| Annual kWh Saved | 8,991 kWh |
| Total Therms Saved | |
| Total Annual Savings (\$) | \$1,519.53 |

FACILITY INVESTMENT:

| | |
|-----------------------------|--------------------|
| Turnkey Project Cost | \$17,611.16 |
| Utility Incentive | \$2,967.13 |
| MA Sales Tax | \$0.00 |
| Net Total Investment | \$14,644.03 |

FINANCIAL ANALYSIS:

| | |
|-------------------------------|-------------|
| Simple Payback (years) | 9.64 |
| Project ROI | 10.38% |

Initials _____

Date _____

This proposal was built with Prevailing Wage rates. Customer has 30 days to act on this proposal.

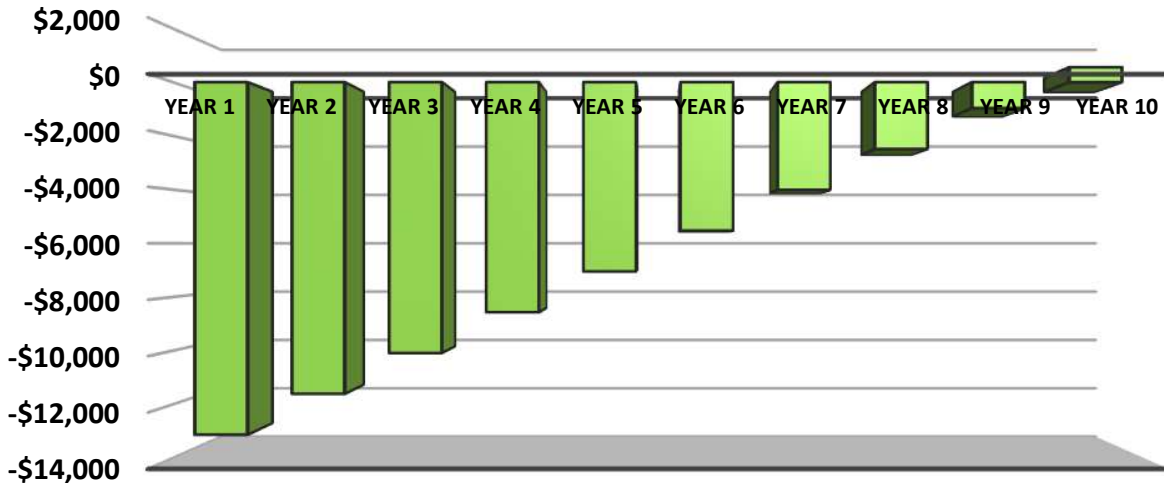
Detailed Energy Analysis

| ECM | Location | Existing System | Qty | Fixture Watts | Annual HRS | Replacement System | Qty | Fixture Watts | Annual HRS | Watts Saved | kWh Saved | Annual \$ Savings |
|-----|-------------------|-----------------|-----|---------------|------------|--------------------|-----|---------------|------------|----------------|----------------|--------------------|
| 1 | Parking Lot Poles | 150W HPS Pole | 17 | 188 | 4,300 | Acuity AVPCL2 65W | 17 | 65 | 4,300 | 2,091.0 | 8,991.3 | \$ 1,519.53 |
| | | Total | 17 | | | | 17 | | | 2,091.0 | 8,991.3 | \$ 1,519.53 |

10 Year Cash Flow Analysis

| YEAR | YEARLY SAVINGS | YEARLY COST | CUMULATIVE CASH FLOW |
|---------------|--------------------|--------------------|----------------------|
| Year 1 | \$1,519.53 | \$14,644.03 | -\$13,124.50 |
| Year 2 | \$1,519.53 | \$0.00 | -\$11,604.97 |
| Year 3 | \$1,519.53 | \$0.00 | -\$10,085.44 |
| Year 4 | \$1,519.53 | \$0.00 | -\$8,565.91 |
| Year 5 | \$1,519.53 | \$0.00 | -\$7,046.38 |
| Year 6 | \$1,519.53 | \$0.00 | -\$5,526.85 |
| Year 7 | \$1,519.53 | \$0.00 | -\$4,007.32 |
| Year 8 | \$1,519.53 | \$0.00 | -\$2,487.79 |
| Year 9 | \$1,519.53 | \$0.00 | -\$968.26 |
| Year 10 | \$1,519.53 | \$0.00 | \$551.27 |
| Totals | \$15,195.30 | \$14,644.03 | \$551.27 |

CUMULATIVE \$\$ Savings



Project Benefits Summary

| | |
|---|-------------------|
| Reduce Energy Consumption | 65% |
| Reduce Annual Utility Cost | \$1,519.53 |
| 10 Year Positive Cash Flow | \$551.27 |
| Reduce Annual Maintenance Costs | |
| Instant on / Instant off Lighting | |
| Longer Life Lighting System | |
| Improved Color Rendering | |
| Disposal/Recycling of higher mercury lamps | |

Printed Name _____

Signature _____

Company Title _____

Date _____

Warranty and Notes

The Energy Resources turnkey solution includes the recycling of your existing technology and the disposal of non-hazardous waste. Materials and workmanship of your newly upgraded measures are fully warranted as follows:

- Workmanship – Energy Resources 2 Year Warranty
- Products - Manufacturer's Material Warranty

Your utility incentivized energy efficiency upgrade will result in **a large reduction in operating costs** for your facility. In addition, the new equipment will improve the quality of the overall working environment.

Customer signature of the proposal is authorization for Energy Resources to proceed with construction. Customer agrees to promptly execute any documents required by Eversource to effect payment to Energy Resources.

Project savings analysis is based on current burnt out lights being relamped prior to project installation.

This proposal is only guaranteed for 30 days from date of initial presentation.



Franklin Regional Transit Authority 12 Olive St, Greenfield MA 01301
www.frtc.org Tel: (413)774-2262 Fax: (413)772-2202

MEETING NOTICE

**The Advisory Board
Of the
FRANKLIN REGIONAL TRANSIT AUTHORITY**

Thursday, September 23, 2021
4:00 p.m. – 5:15 p.m.

You may join the meeting from your computer, tablet or smartphone at:
<https://us02web.zoom.us/j/81494025459?pwd=aGNiNXF1WmxZOVlYck8rRmZlUzJvQT09>

You can also dial in by your location:
1 (646) 876-9923 (New York), or
1 (301) 715-8592 (Washington D.C.)
Meeting ID: 814 9402 5459
Passcode: 263219

AGENDA

1. Introductions (5 minutes)
2. Review and Vote to Accept Minutes from May 20, 2021 and Record of Events from June 3, 2021 (5 minutes)
3. Old Business: Updated on HST RFP Final Contract Decision (5 minutes)
4. Maintenance Facility Project Update (10 minutes)
5. Discussion/Update on Continuing Discretionary Grant and Workforce Transportation Grant (10 minutes)
6. Discussion/Update on Comprehensive Regional Transit Plan and Weekend Fixed Route Service (10 minutes)
7. New Business: Appoint Ad Hoc By-Law Review Committee (5 minutes)
8. Discussion on Transition Back to 'Normal'/Pre-COVID Operations (10 minutes)
9. Review FRTA/MassDOT FY21 MOU 2nd, 3rd, and 4th Quarter Reporting (5 minutes)
10. Transit Advisory Committee Updates (5 minutes)
11. FRTA Updates (5 minutes)
12. Discussion of any subject not anticipated prior to the notice being sent to the Advisory Board Members pursuant to Article II, section 4 of the by-laws or anticipated 48 hours prior to the meeting pursuant to the Open Meeting Law or a subject which cannot be delayed until the next Advisory Board meeting, including the need for an executive session.

Be sure that you call the FRTA office (413) 774-2262 ext. 105 (Michael) by June 1, 2021 to let us know whether or not you will be attending this meeting.

The Franklin Regional Transit Authority does not discriminate on the basis of disability with the respect to admission to, access to, or operation of its programs, services, or activities. Individuals who need auxiliary aids for effective communication with respect to programs, services, and activities of the Franklin Regional Transit Authority should contact the FRTA Administrative Office at 413-774-2262, toll free 1-888-301-2262, or through the MA Relay System at 1-800-439-2370.

SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 14, 2021

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Turners Falls, Massachusetts, on Thursday, October 14, 2021, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$X, or any other amount, for the purpose of making emergency repairs to town cemeteries, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 2: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$13,367.33, or any other amount, for the purpose of paying a prior year bill of the WPCF, or pass any vote or votes in relation thereto.

(WPCF Request)

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$1,300, or any other amount, for the purpose of increasing the Fiscal Year 2022 Finance Committee budget to allow for clerical assistance to take minutes, or pass any vote or votes in relation thereto.

(Finance Committee Request)

ARTICLE 4: To see if the Town will vote to rescind the unused \$102,000 borrowing authority as voted pursuant to Article #28 of the May 17, 2016 Annual Town Meeting, which appropriated \$385,000 for the purpose of abating hazardous and asbestos containing materials within the Strathmore Mill Complex, or to pass any vote or votes in relation thereto.

(Accountant Request)

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide the sum of \$7719.12, or any other amount, which represents the net premium paid to the Town upon the sale of the Town's \$1,812,000 DPW Facility Bond Anticipation Note dated September 23, 2020, to pay costs of the DPW facility authorized by the vote of the Town passed March 29, 2018, and to reduce the amount authorized to be borrowed for such project by such amount, as set forth in M.G.L. c. 44, §20 or any other applicable law, or pass any vote or votes in relation thereto.

(Accountant Request)

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 7: To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$135,000 or any other amount for the purpose of implementing the Montague City Road Flooding Relief Project any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Director of Planning Request)

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$114,382, or any other amount, for the purpose of purchasing and setting up a robotic sewer camera and any and all incidental and related costs, or pass any vote or votes in relation thereto.

(DPW Superintendent Request)

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$200,000, or any other amount, for the purpose of increasing the WPCF Capital Stabilization Fund, or pass any vote or votes in relating thereto.

(Finance Committee Request)

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

| Fund | Amount (\$) |
|---------------------------------|--------------------|
| Town Capital Stabilization Fund | 250,000 |
| OPEB Trust Fund | 250,000 |
| Total: | 500,000 |

(Finance Committee Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,000, or any other amount, for the purpose of repaying the town for part of the \$39,800 supplemental appropriation to the FY21 Airport Budget voted as Article 10 of the February 25, 2021 Special Town Meeting, or pass any vote or votes in relating thereto.

(Airport Commission Request)

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$45,000, or any other amount, for the purpose of repairing and painting exterior siding of the Council on Aging building, and any and all incidental and related costs, or pass any vote or votes in relating thereto.

(Selectboard Request)

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$100,000, or any other amount, for the purpose of replacing the 5th Street Pedestrian Bridge, and any and all incidental and related costs, or pass any vote or votes in relating thereto.

(Planning Request)

ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$50,000, or any other amount, for the purpose of funding evidence-based substance abuse prevention programming with a focus on families and children, and any and all incidental and related costs, or pass any vote or votes in relating thereto.

(Selectboard Request)

ARTICLE 15: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$29,000, or any other amount, for the purpose of increasing the FY22 Dispatch Budget, or pass any vote or votes in relating thereto.

(Dispatch Request)

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sums of \$10,000, or any other amount, for the purpose of purchasing and installing a new phone system for Parks and Recreation, and any and all incidental and related costs, or pass any vote or votes in relating thereto.