

# **2026 Guardrail Improvement Project**

Saugus, Massachusetts

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Prepared for **Town of Saugus**  
**Department of Public Works**  
515 Main Street  
Saugus, MA 01906



Prepared by **TEC, Inc.**  
282 Merrimack Street, 2<sup>nd</sup> Floor  
Lawrence, MA 01843



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## INVITATION TO BID

### 2026 Guardrail Improvement Project Saugus, Massachusetts

Sealed bids will be publicly opened on Wednesday August 12, 2026 at the Saugus Department of Public Works, 515 Main Street, Saugus MA 01906, at 11:00 AM, EST/EDST, for the work described herein. BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.

The bids will be for all labor, materials, equipment, tools, appliances etc. necessary for construction of the **2026 GUARDRAIL IMPROVEMENT PROJECT**.

#### Project Description

The work description included in the Bid will include the removal of existing damaged guardrail sections, and the installation of new and replacement guardrail at up to twenty-nine (29) locations in Saugus, MA. Total guardrail quantity totals approximately 1,740 feet. All guardrail work associated with the Bid shall use Guardrail items 620.12 TL-2 (Single Faced), 620.13 TL-3 (Single Faced), 621.13 TL-3 (Double Faced) and 620.2 Steel-Backed Timber (Single Faced). The guardrail locations will be confirmed by the City upon award of contract.

Electronic copies of Bid Documents, including Plans and Specifications (Contract Documents) may be obtained after July 1, 2026 by emailing Michele Wendell, Procurement Director, at [mwendell@saugus-ma.gov](mailto:mwendell@saugus-ma.gov).

#### Bid Deposits

Each bid proposal must be secured by an accompanying deposit of five percent (5%) of the total bid amount and submitted in a sealed envelope clearly marked, "Proposal for IFB #48-26 2026 GUARDRAIL IMPROVEMENT PROJECT". The deposit shall be in the form of a Bid Bond, Certified Check, Cashier's or Treasurer's Check, made payable to the Town of Saugus, or cash.

#### Delivery of Bond

The successful bidder must furnish a Payment Bond and a Performance Bond of an amount equal to One Hundred (100%) percent of the total Contract Price, issued by a Surety Company, satisfactory to the Commissioner of Public Works.

#### Prevailing Wage

Attention of the Bidders is particularly called to the requirements of the conditions of employment to be observed and the prevailing wage rates to be paid on this project, as determined by the State Department of Labor Division of Occupational Safety.

Note: Bidders must comply with Certification of Compliance G.L.C. 30 & 39S Public Construction More Than \$10,000.00.

The Town of Saugus, acting through its Purchasing Department, reserves the right to waive any informality in, to reject any or all bids or to accept the one which appears in the best interest of the Town of Saugus.

MBE's are encouraged to submit proposals.

**PURCHASING DEPARTMENT**

**ADVERTISED:** Central Register, July 1, 2026  
COMMBUYS, July 1, 2026  
Daily Item, July 1, 2026  
Town Hall Posting, July 1, 2026

**INFORMATION FOR BIDDERS**

SUBSECTION

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2. Preparation of Bid
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4. Bid Security
5. Damages for Failure to Enter into Contract
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Members of Local Governing Body, or other Public Officials

## **INFORMATION FOR BIDDERS**

### **1. RECEIPT AND OPENING OF BIDS**

The Town of Saugus herein called the "Owner" invites sealed bids on the separate copies of Bid Forms furnished for that purpose, all blanks of which must be appropriately filled in. The bound-in Bid Forms in the Contract Documents are for continuity and the convenience of Bidders and are not to be detached from the Contract Documents, filled out or executed.

Bids will be received by the OWNER at the Department of Public Works – Purchasing Department 515 Main Street, Saugus MA 01906, until 11:00 A.M. local time, Wednesday August 12, 2026, and then in the conference room at the same address publicly opened and read aloud. The envelope containing the bids for the **2026 GUARDRAIL IMPROVEMENT PROJECT** shall be sealed, addressed to the Town of Saugus, Purchasing Department and designated as "Bid for **IFB #48-26 2026 GUARDRAIL IMPROVEMENT PROJECT.**"

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### **2. PREPARATION OF BID**

Each bid for the **2026 GUARDRAIL IMPROVEMENT PROJECT** shall be submitted on the Basis of Award Form.

All blank spaces for bid prices must be filled in, with ink or typewriter, in both words and figures, and both of the foregoing Certifications must be fully completed and executed when submitted.

Each bid for the **2026 GUARDRAIL IMPROVEMENT PROJECT** must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

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### 3. QUALIFICATIONS OF BIDDER

The OWNER may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid **must include** evidence of the Bidder's ability to complete the Work in accordance with the Contract Documents. Each bid **must include** the name of the Superintendent who is to be used on this project, and his/her experience.

Each bid must include:

1. A comprehensive list of any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law.
2. All assessed penalties or liquidated damages, and the project in which they occurred.
3. Any and all contract terminations.
4. A list of at least five references.

### 4. BID SECURITY

Each bid shall be accompanied by cash, a certified check, treasurer's check, or cashier's check issued by a responsible bank or trust company, made payable to the Town of Saugus in the amount of 5% of the bid or a bid bond prepared in the form of bid bond; duly executed by the bidder as principal and having as surety thereon a surety company listed on the Department of the Treasury's approved listing (Department Circular 570), licensed to do business in the Commonwealth of Massachusetts approved by the OWNER, in the amount of 5% of the bid, but in no event less than one hundred dollars not more than fifty thousand dollars.

Sub-bids shall be submitted for the following items for work: **NONE**

All bid deposits of general bidders, except those of the three lowest responsible and eligible bidders, will be returned within five (5) days, Saturdays, Sundays and legal holidays excluded, after the opening of the general bids.

The bid deposits of the three lowest responsible and eligible bidders shall be returned upon the execution and delivery of the Contract, or if no award is made, upon the expiration of 60 days, Saturdays, Sundays, and legal holidays excluded, except that, if any bidder fails to perform his/her agreement to execute a Contract and furnish a Performance Bond and also a Labor and Materials Payment Bond as stated in his/her bid, his/her bid deposit shall become and be the property of the Town of Saugus as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Town of Saugus shall not, in any event, exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability or other unforeseen circumstances affecting the bidder, his/her bid deposit may be returned. The sixty-day time limit shall not be applicable

to the next lowest eligible bidder, with his/her and his/her sub bidder's consent, if the original award made within the time limit is invalidated.

All bid deposits of sub bidders, except (a) of the sub bidders named in the general bids of the three lowest responsible and eligible general bidders, and (b) those of the three lowest responsible and eligible sub bidders for each subtrade, will be returned within five days (Saturdays, Sundays, and legal holidays excluded), after the execution of the general contract; except that, if a selected sub bidder fails to perform his/her agreement to execute a subcontract with the general bidder selected as the general contractor contingent upon the execution of the general contract and if requested to do so in the general bid by such a general bidder, to furnish a Performance and Payment Bond as stated in his/her sub bid, the bid deposit which becomes the property of the Town of Saugus shall not, in any event, exceed the difference between his/her sub bid price and the sub bid price of the next lowest responsible and eligible sub bidder; and provided further that, in case of death, disability or other unforeseen circumstances affection any such sub bidder, his/her bid deposit may be returned to him.

#### **5. DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his/her bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

#### **6. DURATION OF CONTRACT**

The contract shall be for the period beginning on or about **August 31, 2026** or as stated in the **NOTICE TO PROCEED, WHICHEVER IS LATER** and end on or before **November 15, 2026**.

Failure to complete the work by the dates herein specified, or any proper extensions thereof granted by the OWNER will be subject to liquidated damages.

#### **7. CONDITIONS OF WORK**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract insofar as possible the contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

#### **8. ADDENDA AND INTERPRETATIONS**

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

Prospective bidders are required to submit all questions in writing to Michele Wendell, Procurement Director, by 11 AM on Wednesday July 15, 2026. Any questions received after this time **will not** be considered for review by the Town.

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Contractors should email questions and addendum acknowledgements to the following email address: [mwendell@saugus-ma.gov](mailto:mwendell@saugus-ma.gov). Please put IFB #48-26 2026 GUARDRAIL IMPROVEMENT PROJECT CONTRACTOR QUESTION in the subject line.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be e-mailed with return receipt requested to all prospective bidders (at the respective email addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligations under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

## **9. SECURITY AND INTERPRETATIONS**

Simultaneously with his/her delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company listed on the Department of the Treasury's approved listing (Department Circular 570), licensed to do business in the Commonwealth of Massachusetts and satisfactory to the OWNER.

## **10. POWER OF ATTORNEY**

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

## **11. NOTICE OF SPECIAL CONDITIONS**

The Bidder's attention is particularly called to those parts of the contract documents and specifications, which deal with the following:

- A. Inspection and testing of materials
- B. Insurance requirements
- C. Wage rates
- D. Non-discrimination in employment
- E. Record Plans

## **12. LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as through herein written out in full.

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### **13. METHOD OF AWARD – LOWEST QUALIFIED BIDDER**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the Project, the Contract will be awarded on the base bid. If such bid exceeds such amount, the OWNER may reject all bids. The Town of Saugus will have the option to accept the Add Alternate Bid, in addition to the Base Bid, at their discretion.

### **14. OBLIGATION OF BIDDER**

At the time of the opening of bids it is presumed that each bidder has inspected the site and has read and is thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

### **15. LIST OF UTILITIES IN THE AREA**

Attention is called to the following Utility Companies that may have facilities in the area:

Water, Sewer, and Drainage	Todd Baldwin	781-231-4032
National Grid Electric	Casey Silva	617-429-7797
National Grid Gas	Melissa Owens	781-907-2845
Verizon Telephone	Paul Diamantopoulos	978-323-0282
Comcast Cable Corporation	Michael Cook	
Tennessee Gas Pipeline Company	David Wood	860-763-6005
MWRA	Ralph Francesconi	617-461-3573
Lynn Water & Sewer Commission	Anthony Marino	781-596-2400
AT&T, c/o Siena Engineering	Erica Hudson	781-221-8400
Crown Castle Cable	Mark Bonanno	508-616-7818

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etcetera, will occur.

Prior to work commencing, the Contractor shall contact the Town of Saugus Water and Sewer Department of each location to mark service locations.

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. Contact the Dig Safe Call Center by dialing 811 or 1-888-344-7233 or online at [www.digsafe.com](http://www.digsafe.com).

**16. EMERGENCY CONTACTS**

NATIONAL GRID GAS:

Emergency: 1-800-233-5325  
New Service: 1-877-696-4743  
Customer Support: 1-800-233-5325

NATIONAL GRID ELECTRIC:

Outage/ Emergency: 1-800-465-1212  
New Service: 1-800-375-4730  
Customer Support: 1-800-322-3223

POLICE:

27 Hamilton Street, Saugus, MA 01906  
781-941-1199

FIRE:

27 Hamilton Street, Saugus, MA 01906  
781-941-1170 (or -1199)

AMBULANCE (Cataldo):

180 Walnut Street, Saugus, MA 01906  
781-231-1592

DPW:

515 Main Street, Saugus, MA 01906  
Brendan O'Regan, DPW  
Director..... 781-231-4143 (office)

**17. SALES TAX**

Materials and equipment purchased for permanent installation in this project will be exempt from the Massachusetts Sales and Use Tax. The exemption certificate number will be furnished to the Contractor. Each bidder shall take this exemption into account in calculating his/her bid for the work.

**18. COMPLIANCE WITH AIR AND WATER ACTS**

This contract is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 etc. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. and the regulations of the Environmental Protection Agency with respect thereto, 40 CFR Part 15, as amended from time to time.

**19. INTEREST OF MEMBERS, OFFICERS, or EMPLOYEES of the OWNER, MEMBERS of LOCAL GOVERNING BODY, or OTHER PUBLIC OFFICIALS.**

No member, officer, or employee of the OWNER, or its designees 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/her tenure of for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Contract.

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**BID PROPOSAL**

**TOWN OF SAUGUS, MASSACHUSETTS**

Project: **2026 GUARDRAIL IMPROVEMENT PROJECT**

Location: Saugus, Massachusetts

To the Town of Saugus, Massachusetts (hereinafter called OWNER)

Ladies/ Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the proposed project having examined the plans and specifications with related documents as prepared by TEC, Inc., and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. This price is to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in a written "notice to proceed" of the OWNER, meet interim specified milestones and to fully complete the Contract by **November 15, 2026**, as stipulated in the specifications.

Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of **30 calendar days** after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within 10 days and deliver a Surety Bond or Bonds as required.

The Bid Security attached in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_)

is to become the property of the OWNER in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

Bidder acknowledges receipt of the following addendum(s):

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Bidder agrees to perform all the work described in the specifications and shown on the plans for the proposed itemized bid price, plus allowance for police services.

NOTE: All prices should be written in ink, in words as well as figures, for the entire proposal. In case of discrepancy, the amount shown in words will govern.

The CONTRACTOR further agrees that his/her attention has been called to the duration of contract on Pages IB-4 and SC-2 of this Contract.

ITEM NO.	QTY	BASE BID ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
620.12	600	GUARDRAIL, TL-2 (SINGLE FACED) AT _____ FT				
620.13	550	GUARDRAIL, TL-3 (SINGLE FACED) AT _____ FT				
620.131	37.5	GUARDRAIL, DEEP POST (SINGLE FACED) AT _____ EA				
620.32	10	GUARDRAIL - CURVED, TL-2 (SINGLE FACED) AT _____ FT				
627.1	2	TRAILING ANCHORAGE AT _____ EA				
627.12	25	ROUNDED END UNIT AT _____ EA				
627.82	1	GUADRAIL TANGENT END TREATMENT, TL-2 AT _____ EA				
627.83	3	GUADRAIL TANGENT END TREATMENT, TL-3 AT _____ EA				
630	575	HIGHWAY GUARD REMOVED AND RESET AT _____ FT				
630.2	925	HIGHWAY GUARD REMOVED AND DISCARDED AT _____ FT				
632.11	16	GUARDRAIL, DEEP POST - STEEL AT _____ EA				
632.5	75	POLYMER OFFSET BLOCKS AT _____ EA				
702.5	10	SURFACE RESTORATION AT _____ SF				
748	1	MOBILIZATION AT _____ LS	4,500	00	4,500	00
852	100	SAFETY SIGNING FOR TRAFFIC MANAGEMENT AT _____ SF				
859	200	REFLECTORIZED DRUM AT _____ EA				
999	1	POLICE DETAIL - ALLOWANCE AT _____ ALLOW	15,000	00	15,000	00

BID TOTAL: \_\_\_\_\_

BID TOTAL WRITTEN IN WORDS:



ITEM NO.	QTY	BID ADD-ALT 2 ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
620.4	110	GUARDRAIL, STEEL-BACKED TIMBER TYPE A (SINGLE FACED) AT _____ FT				
627.2	2	TERMINAL END, CONCRETE ANCHOR AT _____ EA				
630.2	120	HIGHWAY GUARD REMOVED AND DISCARDED AT _____ FT				

ADD-ALT 3 TOTAL: \_\_\_\_\_

\_\_\_\_\_

BID TOTAL WRITTEN IN WORDS:

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**BASIS OF AWARD**

**GUARDRAIL IMPROVEMENT PROJECT**

In accordance with the Specifications, and under the terms and conditions mentioned above, I (We) hereby offer to furnish and deliver to departments described above the following services which shall in all respects meet the attached specifications, as required during the terms mentioned above for the following prices:

TOTAL BASE BID COST (except police services): \_\_\_\_\_

IN WORDS: \_\_\_\_\_

TOTAL BID ALTERNATE 1 COST: \_\_\_\_\_

IN WORDS: \_\_\_\_\_

TOTAL BID ALTERNATE 2 COST: \_\_\_\_\_

IN WORDS: \_\_\_\_\_

POLICE SERVICES ALLOWANCE: \$15,000

IN WORDS: Fifteen Thousand Dollars

TOTAL COST (Add Total Cost and Police Services) \_\_\_\_\_

IN WORDS: \_\_\_\_\_

**The BASIS OF AWARD is the lowest responsive and responsible bidder offering the lowest TOTAL COST.**

**Note 1:** The contract unit bid prices shall include all Labor, Materials, Equipment and Incidental costs required to complete this work, except for Police Services, which will be paid for on a reimbursable basis.

**Note 2:** Bidders are to include a Fifteen Thousand Dollar (\$15,000) allowance for the furnishing of police services in their bid (include in the Total Cost section).

**Signature of Bidder:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**Company Name and Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE**  
**G.L.c.30, §39S**  
**PUBLIC CONSTRUCTION MORE THAN \$10,000.00**

I certify under the pains and penalties of perjury that:

1. the 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 ("OSHA") that is at least 10 hours in duration and the time the employee begins works and who 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 bid have successfully completed a course in construction safety and health approved by OSHA that is at least 10 hours in duration.

\_\_\_\_\_  
Signature of Individual or Corporate  
Name (Mandatory)

\_\_\_\_\_  
By: Corporate Officer  
(Mandatory, if applicable)

Approval of a contact or other agreement will not be granted unless this certification clause is signed by the applicant.

The undersigned offers the following information as evidence of his/her qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. Have been in business under present business name of \_\_\_\_\_

\_\_\_\_\_

for \_\_\_\_\_ years.

2. Ever failed to complete any work? \_\_\_\_\_

3. List one or more recent projects with names of Community and Engineer on which you served as general contractor similar to work required for this project.

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_
- e) \_\_\_\_\_

4. Bank Reference \_\_\_\_\_

The undersigned agrees that, if he is selected as general contractor, he will within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of the general bid and furnish a performance bond and also a labor and materials or payment bond, each of a Surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of one hundred percent (100%) of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor and can work in harmony with all other elements of labor employed or to be employed on the work.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Signer)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Phone Number)

**CERTIFICATE OF NON-COLLUSION**  
**(This must be returned with your Bids)**  
**MANDATORY**

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

Dated: \_\_\_\_\_

\_\_\_\_\_ Name of Company or Corporation

\_\_\_\_\_ Authorized Official's Signature

BIDDERS MUST SUBMIT THIS FORM FULLY COMPLETED WITH EACH BID

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L., Chapter 62C, Section 49A, I certify under penalties of perjury that, to the best of my knowledge and belief, I am in accordance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**State tax paid to** \_\_\_\_\_

Using \_\_\_\_\_

**Federal Tax I.D. No.**

\_\_\_\_\_ **Social Security No.**

\_\_\_\_\_  
Signature of Individual submitted bid or proposal

\_\_\_\_\_  
Name of Business

**CERTIFICATE OF AUTHORITY**  
**(This must be returned with your Bid)**  
**TOWN OF SAUGUS**

The following is furnished by the bidder for the information of the Awarding Authority:

If a Corporation:

Incorporated in what State: \_\_\_\_\_

President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Secretary: \_\_\_\_\_

If a Foreign Corporation (out of State): Are you registered to do business in Massachusetts?  
Yes \_\_\_\_\_ No \_\_\_\_\_. If you are selected for this work, you are required under  
Massachusetts General Laws Chapter 30, Section 39L, to obtain from the Secretary of State,  
Foreign Corporation Section, State House, Boston, MA, a certificate stating that your Corporation  
is registered in Massachusetts and to furnish said certificate to the Awarding Authority prior to  
award.

If a Partnership: (Name all partners):

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

If an Individual:

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

If an Individual doing business under the name of a Firm:

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of

\_\_\_\_\_ held on \_\_\_\_\_

at which time all voted that \_\_\_\_\_

of this Company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligations in

this Company's name on its behalf by such person \_\_\_\_\_ under seal of the Company, shall be valid and binding upon this Company.

A TRUE COPY,

ATTEST: \_\_\_\_\_

Clerk

PLACE OF BUSINESS

\_\_\_\_\_  
\_\_\_\_\_

DATE OF THIS CONTRACT

\_\_\_\_\_

I hereby certify that I am the Clerk of \_\_\_\_\_

is \_\_\_\_\_ and that \_\_\_\_\_

duly elected \_\_\_\_\_ of said Company, and that the above vote has

not been amended or rescinded and remains in

full force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk's Signature)

(CORPORATE SEAL)

CONTRACT NO. \_\_\_\_\_

**REFERENCE FORM**

Bidder: \_\_\_\_\_

IFB Title: \_\_\_\_\_

Bidder must provide reference for:

(Fill in the appropriate requirements: for example, all contracts performed within the past two (2) years of similar size and scope to this contract; or all current contracts where the vendor's equipment has been operational for at least two (2) years; or other requirements that define an appropriate reference pool).

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

**THIS FORM MUST BE SIGNED AND ACCOMPANY YOUR BID**

The Town of Saugus, Massachusetts

BIDDER'S CERTIFICATION REGARDING  
PAYMENT OF PREVAILING WAGES

**THE UNDERSIGNED BIDDER HEREBY CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE FOREGOING BID IS BASED UPON THE PAYMENT OF LABORERS TO BE EMPLOYED ON THE PROJECT OF WAGES IN AN AMOUNT NO LESS THAN THE APPLICABLE PREVAILING WAGE RATES ESTABLISHED FOR THE PROJECT BY THE MASSACHUSETTS DEPARTMENT OF LABOR AND INDUSTRIES.**

THE UNDERSIGNED BIDDER AGREES TO INDEMNIFY THE AWARDING AUTHORITY FOR, FROM AND AGAINST ANY LOSS, EXPENSE, DAMAGES, ACTIONS OR CLAIMS, INCLUDING ANY EXPENSE INCURRED IN CONNECTION WITH ANY DELAY OR STOPPAGE OF THE PROJECT WORK, ARISING OUT OF OR AS A RESULT OF:

- (1) THE FAILURE OF THE SAID BID TO BE BASED UPON THE PAYMENT OF THE SAID APPLICABLE PREVAILING WAGE RATES OR**
- (2) THE FAILURE OF THE BIDDER, IF SELECTED AS THE CONTRACTOR, TO PAY LABORERS EMPLOYED ON THE PROJECT THE SAID APPLICABLE PREVAILING WAGES RATES.**

Date: \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
Print Name & Title of Person Signing

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### DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, the US Federal Government and/or the Town of Saugus. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Assistant of the Town of Saugus at any time during the period of the contract or prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the Town of Saugus, the contract will be cancelled and the award revoked.

---

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signed by Authorized Company Representative:

---

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**CONTRACT**

**TOWN OF SAUGUS**

This Agreement made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_,

between \_\_\_\_\_,

a firm duly authorized to do business under the laws of the Commonwealth of Massachusetts with a usual place of business at

\_\_\_\_\_,

party of the first part and the Town of Saugus, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Town Manager, Scott C. Crabtree, thereto duly authorized party of the second part.

*Witnesseth*, that the said party of the first part has agreed and by these presents does agree, for the consideration hereinafter contained and in accordance with this Bid, which is attached hereto hereby made a part of this contract, for **2026 GUARDRAIL IMPROVEMENT PROJECT** during the fiscal year 2026, without the option of additional one year periods.

In case of any alteration of this contract, so much thereof as is not necessarily affected by the change shall remain in force upon all parties hereto and the adjustment and payment of the bill when rendered for such services shall release and discharge the said Town from any and all claims or liability on account of any such services, or work furnished under this contract or any alteration thereof. All Massachusetts General Laws shall be adhered to and are incorporated herein by reference and any provision of this contract, which is inconsistent with such laws, shall have no effect. The party of the first part shall not assign nor transfer this contract, or any part thereof, or any sum due or to become due hereunder without the written consent of the Town Manager of the said Town of Saugus.

And the party of the first part further agrees to indemnify and save harmless the Town, its officers, and agents from all claims and actions of every name and description brought against the Town, its officers, and/or its agents for or on account of any personal injury or property damage received or sustained by any person, structure, or property to the extent on account of any negligent act or omission of the party of the first part, or its servants or agents in the performance of this contract. The party of the first part hereby agrees that so much of the money due to, under, and by virtue of this agreement as shall be considered necessary by the Town Manager may be retained by the party of the second part until all such suits or claims for damages as aforesaid shall have been settled and evidence furnished to the satisfaction of the Town Manager; provided however that notice of such claims, in writing and signed by the claimants, shall have been previously filed in the office of the Saugus Town Clerk. And the said party of the first part further agrees to deliver to the party of the second part a payment bond, in the sum of

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_).

If the Contractor encounters financial difficulties; shall fail to furnish sufficient, capable, workforce for this project; unsatisfactory materials, equipment, etc.; or shall not make such progress as deemed appropriate by the authorized representative of the Town; then this contract may be terminated with 30 days' notice and opportunity to cure. In addition, the Town may terminate this contract at any time for its convenience. Termination shall be effected upon issuance of a written statement to the Contractor by the Town Manager indicating the reasons why the contract is so terminated. Such statement shall be mailed to the business address stated above and no further notice shall be required. Any termination notice shall be issued without prejudice to other rights and remedies of the Town.

**In Consideration Whereof**, the said party of the second part shall pay to the party of the first part, subject to appropriation and availability of funds, the prices stated in the attached bid; said payments to be made as indicated in the attached bid documents for materials and work delivered/completed prior to the date of the Payment Estimate and upon proper approval of the bills for same and also provided that such materials/work shall have been delivered/performed in strict accordance with this contract.

**In Witnesseth whereof**, the said \_\_\_\_\_

hath caused these presents and an instrument of like tenor to be executed in its name and behalf by its duly authorized official; and the Town of Saugus hath caused these presents and an instrument of like tenor to be executed in its name and behalf by its Town Manager, Scott C. Crabtree, duly authorized as aforesaid, and its corporate seal to be hereto and to an instrument of like tenor affixed on the day and year first above written. Pursuant to M.G.L. Chapter 62C, Sec. 49A, the Contractor certifies under the penalties of perjury that s/he, to his/her best knowledge and belief, has filed all State tax returns and paid all State taxes required under law and further certifies that s/he is not presently debarred from doing public work in the Commonwealth. This is the entire contract and there are no agreements other than those incorporated herein, except for the rider attached hereto.

**CONTRACTOR**

\_\_\_\_\_  
Soc. Sec/Fed. Ident. No.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Representative

**TOWN OF SAUGUS**

\_\_\_\_\_  
Purchasing Assistant

\_\_\_\_\_  
Town Manager – Scott C. Crabtree

Approved as to Form: I hereby certify that the Town Manager is authorized to sign this contract and that:  
Appropriation is Available – Subject to Appropriation

\_\_\_\_\_  
Town Counsel – John Vasapolli

\_\_\_\_\_  
Town Accountant – Donna Matarazzo

**PERFORMANCE BOND**

**Bond Number:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**CONTRACTOR PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That We, \_\_\_\_\_

("Principal"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, as

Surety ("Surety"), are held firmly bound unto \_\_\_\_\_ ("Owner")  
and such other obligees as listed in the attached Obligee Rider (Owner and such other obligees

are together referred to as the "Obligees"), in the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for payment of which well and truly to be made we bind ourselves, our heirs,  
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Owner dated \_\_\_\_\_  
("Contract"), requiring Principal to furnish, install and perform the work on the **2026  
GUARDRAIL IMPROVEMENT PROJECT** ("Project"), all as more fully described and detailed in  
the Contract; the provisions, terms and conditions of the Contract, being fully incorporated herein  
and made part of this Bond with the same force and effect as if fully set forth herein;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully  
perform and fulfill the Contract in the manner and at the times required by the Contract, and shall  
fully indemnify and save the Obligees harmless from all liability, cost, damage, expense, delay  
and/or schedule related damages, liquidated damages, and attorneys' fees and expenses related  
to the Principal's default (such attorneys' fees and expenses include, without limitation, the costs  
and fees associated with any mediation, arbitration, and litigation proceeding, and any effort to  
realize or execute on any award), which the Obligees may suffer by reason of Principal's default  
under the Contract, and if the Principal shall fully reimburse and repay the Obligees for making  
good any such default, including but not limited to guaranty and warranty obligations and claims,  
then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, agrees that no change, extension of time, alteration, addition,  
omission and/or any other modification to the Contract, to the Plans or Specifications referenced  
therein, or to any of the work to be performed thereunder, nor any forbearance on the part of  
either the Principal or the Obligees shall in any way impair or affect its obligations under this Bond  
and hereby waives notice of any and all such changes, extensions of time, alterations, additions,  
omissions and/or any other modifications or any forbearance on the part of either the Principal  
or Obligees.

In addition, the Surety, for value received, agrees that in the event that the Principal is declared by Owner to be in default of the Contract, the Surety shall, within twenty calendar days of written notice of Owner's election:

Commence and then continue to promptly complete the Contract in accordance with its terms and conditions; or

Obtain a bid or bids for submission to Owner for completion of the Contract in accordance with its terms and conditions, and upon determination by Owner of the lowest responsible and acceptable bidder for such work, arrange for a contract between such bidder and Owner in a form and under terms and conditions which are acceptable to Owner, and make available as the work progresses (even should there be a default or a succession of defaults under the contract or contracts of completion arranged under this subparagraph) sufficient funds to pay for the costs of completion of the Contract work and the other costs and damages for which the Surety may be liable hereunder, less the Balance of the Contract Price. As used in this Subparagraph "Balance of the Contract Price" shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto as shown on the most recent application for payment or requisition submitted by Principal and approved by Owner in the immediate month preceding the default declared by Owner, less the amount previously paid by Owner and less other offsets or credits due Owner from the Principal under the Contract or otherwise.

Should the Surety fail to so promptly perform Owner's election, Owner shall have the right, in its sole discretion and without further notice to the Surety, to arrange for full completion of the Contract Work and the Surety shall, in addition to its other obligations and liabilities, be liable for all costs and expenses related to such completion of the Contract Work.

The Surety's obligations under this Bond shall not be satisfied by, and the amount of this Bond shall not be reduced or limited by, any payments made by Surety to or on behalf of subcontractors, suppliers, claimants or other creditors of Principal or to any claimant under any payment or lien bond issued for or on behalf of Principal related to the Project.

No right of action shall accrue under this Bond to or for the use of any person or corporation other than the Obligees or their successors or assigns. Surety shall be liable to the Obligees for all liabilities, costs, damages, expenses, delay and/or schedule related damages, liquidated damages, and attorneys' fees and expenses related to the Principal's default. Such attorneys' fees and expenses include, without limitation, the costs and fees associated with any mediation, arbitration, and litigation proceeding (and any effort to realize or execute on any award), which the Obligees may suffer by reason of Principal's default under the Subcontract and/or in the Obligee's enforcement of their rights under this Performance Bond.

Judgment and/or arbitration award in favor of any Obligee against the Principal shall be fully binding on the Surety, including, without limitation, an assessment of punitive or statutory damages of any kind arising from the actions of the Principal.

IN WITNESS WHEREOF, the Principal and Surety have hereunto executed this Bond as an instrument under Seal executed by a duly authorized representative below as of the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL

SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Printed Name:

Its Duly Authorized:

Its Duly Authorized Attorney In Fact

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

**PAYMENT BOND**

**Bond Number:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**CONTRACTOR PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, That We, \_\_\_\_\_

("Principal"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, as

Surety ("Surety"), are held firmly bound unto \_\_\_\_\_ ("Owner")  
and such other obligees as listed in the attached Obligee Rider (Owner and such other obligees

are together referred to as the "Obligees"), in the sum of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_) for payment of which well and truly to be made we bind ourselves, our heirs,  
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Owner and Principal have entered into a Contract dated \_\_\_\_\_, 20\_\_\_\_,  
requiring Principal to furnish, install and perform the work on the Project ("Contract"), all as more  
fully described and detailed in the Contract; the provisions, terms and conditions of the Contract  
being fully incorporated herein and made part of this Bond with the same force and effect as if  
fully set forth herein;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly pay  
persons having just claims for (a) labor, materials, services, insurance, supplies, machinery,  
equipment, rentals, fuel, oils, implements, tools, and/or appliances and any other items of  
whatever nature, furnished for, used or consumed in prosecution of the Subcontract work and all  
any all modifications thereto, whether lienable, non-lienable and whether or not permanently  
incorporated in said work; (b) pensions, welfare, vacation and/or any supplemental employee  
benefit contributions payable under collective bargaining agreements with respect to persons  
employed upon said work; (c) federal, state, and local taxes and contributions required by law to  
be withheld and or paid with respect to the employment of persons upon said work; and (d)  
otherwise fully indemnify and save the Obligees harmless from and against any claims or liens  
asserted by any party as a result of payment claimed due or concerning the Contract, including  
attorneys' fees and expenses; then this obligation shall be null and void; otherwise it shall remain  
in full force and effect.

The Surety, for value received, agrees that no change, extension of time, alteration, addition, omission and/or any other modification to the Contract or to any of the work to be performed thereunder or any forbearance on the part of either the Principal or the Obligees shall in any way impair or affect its obligations under this Bond and hereby waives notice of any and all such changes, extensions of time, alternations, additions, omissions and/or any other modifications or any forbearance on the part of either the Principal or the Obligees.

The Principal and the Surety, for value received, agree that this Bond shall inure to the benefit of all persons with just claims as aforesaid whether or not they have any direct contractual relationship with the Principal, as well as to the benefit of the Obligees, and that such persons may maintain independent actions based upon this Bond in their names.

IN WITNESS WHEREOF, the Principal and Surety have hereunto executed this Bond as an instrument under Seal executed by a duly authorized representative below as of the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL

SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Printed Name:

Its Duly Authorized:

Its Duly Authorized Attorney In Fact

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

**CONTRACT**

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned \_\_\_\_\_  
the duly authorized and acting legal representative, of the Town of Saugus, Massachusetts, do  
hereby certify as follows:

I have examined the foregoing Contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations and provisions thereof.

\_\_\_\_\_  
Date: \_\_\_\_\_

## **GENERAL CONDITIONS**

### SUBSECTION

1. Definitions
2. Notice
3. Intent
4. Codes, Regulations and Issue Date of Standard Specifications
5. Drawings and Specifications
6. Conflicting Conditions
7. Shop Drawings
8. Rejected Work and Materials
9. Separate Contracts
10. Rights of Various Interests
11. Notice to Proceed
12. Time for Completion and Liquidated Damages and Incentives
13. The Contractor's Duties and Rights
14. The Engineer's Authority
15. The Owner's Duties and Rights
16. Assignment
17. Oral Agreements
18. Insurance
19. Contract Security
20. Extra Work
21. Extension of Contract Time
22. Progress Payments
23. Acceptance and Final Payment
24. Correction of Faulty Work after Final Payment
25. Substitutions and Deletions
26. Protection of Lives and Health
27. Obstructions Encountered
28. Standard Specifications

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## **GENERAL CONDITIONS**

### **1. DEFINITIONS**

#### **1. CONTRACT AND CONTRACT DOCUMENTS.**

The Contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract:

##### **a. Legal and Procedural Documents**

1. Invitation to Bid
2. Information for Bidders
3. Bid Proposal
4. Certifications of Bidders
5. Contract Agreement
6. Performance Bond
7. Payment Bond
8. Certificate of OWNER'S Attorney
9. Form for Sub-bid (when required)

##### **b. Special Conditions**

- ##### **c. Technical Specifications, Drawings, and Addenda as enumerated in the Special Conditions.**

#### **2. ENGINEER: TEC, Inc.**

#### **3. STATE: The Commonwealth of Massachusetts**

#### **4. OWNER, AWARDING AUTHORITY OR MUNICIPALITY: The party of the first part designated in the Contract or any board, officer or agent duly authorized to act for the said party of the first part in the matter covered by the Contract. The OWNER is the Town of Saugus, acting through its Director of the Department of Public Works.**

#### **5. CONTRACTOR: The General Contractor, and is the CONTRACTOR, and is the CONTRACTOR named in the Contract Documents.**

#### **6. SUBCONTRACTOR: Any person, firm or corporation with a direct contract with the CONTRACTOR who acts for or in behalf of the CONTRACTOR in executing any part of the Contract, but does not include one who merely furnishes material.**

#### **7. WORK ON (AT) THE PROJECT: Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the CONTRACTOR and any Subcontractor.**

#### **8. DIRECTED, REQUIRED APPROVED, ACCEPTABLE: Whenever they refer to the work or its performance, "Directed", "Required", "Permitted", "Ordered",**

"Designated", "Prescribed" and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the ENGINEER, and "Approved", "Acceptable", "Satisfactory", "In the Judgement of" and words of like import shall mean approval by, or acceptable to, or satisfactory to or in the judgement of the ENGINEER.

9. PROPOSAL: The offer of a bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed form properly signed and guaranteed.
10. PROPOSAL GUARANTEE: The bid deposit accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a Contract with the OWNER for the construction of the work if the Contract is awarded to him.
11. CONTRACT: The agreement covering the performance of the work described in the Contract Documents and Plans including all supplemental agreements thereto and all general and special provisions pertaining to the work or materials therefor.
12. PERFORMANCE AND PAYMENT BONDS: the approved forms of security furnished by the CONTRACTOR and his/her Surety as a guaranty of good faith on the part of the CONTRACTOR to execute the work in accordance with the terms of the Contract.
13. SURETY: The person, firm or corporation who executes the CONTRACTOR'S Performance and Payment Bonds.
14. SPECIFICATIONS: The Legal and Procedural Documents, General Conditions, Special Conditions and Technical Specifications with all addenda thereto.
15. DRAWINGS: Those listed herein in the Special Conditions.
16. PROVIDE: Furnish and install.
17. SHOP DRAWINGS: Fabrication and erection drawings and instructions.
18. ACT OF GOD: An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the CONTRACTOR for damages to the work resulting therefrom.
19. EXTRA WORK: Work other than that required either expressed or implied by the Contract in its present form.
20. SITE: The area upon or in which the CONTRACTOR'S operations are carried on and such other areas adjacent thereto as may be designated as such by the ENGINEER.

21. CHANGE ORDER: A written order issued by the ENGINEER to the CONTRACTOR directing certain changes, additions, or reductions in the work or in the materials or methods to be used.

## **2. NOTICE**

Written notice shall be considered as served when delivered in person or sent by certified mail to the individual, firm or corporation or to the last business address known to him who serves the Notice. It shall be the duty of each party to advise the other parties to the Contract as to any change in his/her business address until completion of the Contract.

## **3. INTENT**

1. The intent of the Contract Documents is that the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
2. Any work performed after regular working hours, on Sundays (excluding full weekend work as required by Contract) or Legal Holidays shall be performed without additional expense to the OWNER.

## **4. CODES, REGULATIONS, AND ISSUE DATE OF STANDARD SPECIFICATIONS**

1. Where standard specifications, codes, regulations and similar publications of governmental agencies, technical societies, manufacturer's associations and regulatory groups or bureaus are referred to in these specifications, the applicable portion thereof shall be of the same effect as if fully printed herein, and the work done in full accordance therewith. The edition current as of the date of issue of this specification shall be used except where publication date is specifically stated.

## **5. DRAWINGS AND SPECIFICATIONS**

1. Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the CONTRACTOR without charge. One complete set of all Drawings and Specifications shall be maintained at the job site and shall be available to the ENGINEER at all times.
2. All Drawings and Specifications and other data prepared by the ENGINEER shall remain the property of the ENGINEER, and they shall not be reused on other work.
3. Figured dimensions on the Plans will be used in preference to scaling the Drawings. Where the work of the CONTRACTOR is affected by finish dimensions, these shall be determined by the CONTRACTOR at the site, and he shall assume the responsibility therefore.

4. Any discrepancies found between the Drawings and Specifications and site conditions of any errors or omissions in the Drawings and Specifications shall be immediately reported to the ENGINEER, who shall promptly correct such error or omission in writing. Any work done by the CONTRACTOR after his/her discovery of such discrepancies, errors or omissions without notifying the ENGINEER shall be done at the CONTRACTOR'S risk.

## **6. CONFLICTING CONDITIONS**

1. In the event of a discrepancy between the contract, the specifications and/or the drawings, the contract shall take precedence over the specifications and the specifications shall take precedence over the drawings where the discrepancy is not an omission.
2. On the Plans, the dimensions shown shall govern in case of any discrepancy between a scaled distance and the figures shown. Neither party shall take advantage of any obvious error or omission in the contract documents. Any apparent discrepancies shall be submitted to the ENGINEER for determination. The decision of the ENGINEER thereupon shall be conclusive.
3. The fact that specific mention of a fixture, or any part of the work is omitted in the Specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the Plans, or is usually and customarily required to complete fully such work as is specified herein, will not entitle the CONTRACTOR to consider action in the manner of any claim for extra compensation, but the same fixtures or work, or both, must be installed or done the same as if called for by both the Plans and Specifications.

## **7. SHOP DRAWINGS**

1. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate a portion of the Work.
2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or its Subcontractors and suppliers to illustrate materials or equipment for some portion of the Work.
3. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
4. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submission is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to

conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations of Subparagraph 9.

5. The Contractor shall review, approve, and submit to the Engineer, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.
6. The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule submitted pursuant to construction schedule and allows the Engineer reasonable time to review submittals.
7. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.
8. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
9. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Department has given explicit written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Engineer's actions.
10. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals.

11. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents.
12. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

## **8. REJECTED WORK AND MATERIALS**

1. All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the ENGINEER, or are in any way unsatisfactory or unsuitable for the purpose, for which they are intended, shall be rejected. Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the ENGINEER, and the work shall be re-executed by the CONTRACTOR. The fact that such defective work may not have been reported on previous inspections shall not constitute an acceptance of any part of it.
2. Should the CONTRACTOR fail to remove rejected work or materials within ten (10) days after written notice to do so, the OWNER may remove the rejected work and then may store the materials.
3. The removal of rejected work or materials and storage of materials by the OWNER shall be paid for by the CONTRACTOR within thirty (30) days after the written notice to pay is given by the OWNER. If the CONTRACTOR does not pay the expense of such removal and after ten (10) days written notice being given by the OWNER of his/her intent to sell the materials, the OWNER may sell the materials at auction or at a private sale and shall pay to the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

## **9. SEPARATE CONTRACTS**

The OWNER may allow other contracts in connection with the work of the CONTRACTOR. The Contractor shall cooperate with other CONTRACTORS with regard to storage of materials and execution of their work. It shall be the CONTRACTOR'S responsibility to inspect all work by other CONTRACTORS affecting his/her work and to report to the ENGINEER any irregularities which will not permit him to complete his/her work in a satisfactory manner. his/her failure to notify the ENGINEER of such irregularities shall indicate the work of other CONTRACTORS has been satisfactorily completed to receive his/her work. The CONTRACTOR shall not be responsible for defects of which he could not have known which develop in the work of others after the work is completed. It shall be the responsibility of the CONTRACTOR to measure the completed work in place and report to the ENGINEER immediately any difference between completed work by others and the Drawings.

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**10. RIGHTS OF VARIOUS INTERESTS**

Whenever work being done by the OWNER'S forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the ENGINEER, to secure the completion of the various portions of the work in general harmony.

**11. NOTICE TO PROCEED**

Following the execution of the Contract by the OWNER, Written Notice to Proceed with the work shall be given to the CONTRACTOR. Computation of Contract Time shall commence on a date to be specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted in the time for completion.

**12. TIME FOR COMPLETION AND LIQUIDATED DAMAGES AND INCENTIVES**

1. It is hereby understood and mutually agreed by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Information to Bidders of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall commence on a date to be specified in the "NOTICE TO PROCEED".
2. The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
3. If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extensions thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the \$1,500 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.
4. The said amount (\$1,500 per day) is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodic estimates.

5. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract and additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the OWNER determines that the CONTRACTOR is without fault and the CONTRACTOR'S reasons for the time extension are acceptable to the OWNER: provided, further, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due;
  - a. To any preference, priority or allocation order duly issued by the Government;
  - b. To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to Acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
6. The CONTRACTOR shall begin within ten (10) days from the beginning of any such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

### **13. THE CONTRACTOR'S DUTIES AND RIGHTS**

1. The CONTRACTOR shall begin and shall prosecute the work regularly and uninterruptedly after Notice to Proceed has been given (unless otherwise directed in writing by the OWNER) with such force as to secure the completion of the work, in and acceptable manner, within the time stated in the Proposal.
2. The CONTRACTOR shall submit at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.
3. For Lump Sum items the CONTRACTOR shall within ten (10) days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payments.
4. The CONTRACTOR shall utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by specialty subcontractors; provided that if the ENGINEER shall determine that the

specialty work in question has been customarily performed by the CONTRACTOR'S own organization and that such organization is presently competent to perform such work, the CONTRACTOR shall be permitted to do so; provided further that, if the ENGINEER shall determine that the performance of any specialty work by specialty subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply. At the time specified by the Contract Documents or when requested by the ENGINEER, the CONTRACTOR shall submit in writing to the OWNER for the ENGINEER, the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request of the CONTRACTOR with the approval of the ENGINEER. The CONTRACTOR is responsible to the OWNER for the acts and omissions of his/her subcontractors, and of their direct and indirect employees to the same extent as he is responsible for the acts and omissions of his/her employees. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the OWNER. The CONTRACTOR shall bind every subcontractor by the terms of the Contract Documents. For convenience of reference the Specifications are separated into titled sections. Such separations shall not, however, operate to make the ENGINEER an arbiter to establish limits to the contracts between CONTRACTOR and Subcontractors.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the CONTRACTOR by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the Contract Documents.

5. The CONTRACTOR shall be responsible for the accuracy of all lines and levels and of the work as built in accordance therewith.
6. The CONTRACTOR shall secure and pay for all permits and licenses necessary for the prosecution of the work.
7. The CONTRACTOR shall give all notices and comply with all Federal, State and Local laws, or ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER against any claim or liability arising from or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his/her employee.
8. The CONTRACTOR shall pay all royalties and license fees for any design, device, material or process covered by letters, patent or copyright by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall save harmless the OWNER from any and all loss or expense on account thereof, including its use by the OWNER.

9. The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right - of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
10. The CONTRACTOR shall provide adequate signs, barricades, red lights and watchman and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by red signal lights, which shall be of substantial construction and shall be painted white or whitewashed to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction or barricades exist.
11. The CONTRACTOR shall conduct his/her work at all times to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the ENGINEER. No road or street shall be closed to the public except with the permission of the ENGINEER and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the ENGINEER.
12. The CONTRACTOR shall secure written permission from the proper authority before executing new construction when such new construction crosses highways, railroad, streets or utilities under jurisdiction of State, County, or other public agency, public utility or private entity. A copy of this written permission must be filed with the ENGINEER or OWNER before any work is done.  
  
The CONTRACTOR will be required to furnish a release from the proper authority before final acceptance of the work.
13. The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his/her employees and those of his/her subcontractors as may be necessary to comply with the requirements and regulations of the Local and State Departments of Health and as directed by the ENGINEER.
14. The CONTRACTOR shall maintain on the work a qualified superintendent who is acceptable to the ENGINEER, and who shall give efficient supervision to the work until its completion. The Superintendent shall have full authority to act in behalf of the CONTRACTOR, and all directions given to the Superintendent shall be considered given to the CONTRACTOR. In general, the ENGINEER'S instructions

shall be confirmed in writing and always upon written request from the CONTRACTOR.

15. The CONTRACTOR shall be responsible for the conduct and discipline of his/her employees and/or any subcontractor or persons employed by subcontractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the CONTRACTOR or subcontractor who, in the opinion of the ENGINEER, does not perform his/her work, in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the ENGINEER, be discharged immediately and shall not be employed again in any portion of the work without approval of the ENGINEER.
16. The CONTRACTOR shall provide suitable on-site storage for all equipment and materials necessary for use in construction of the project. All materials improperly stored shall be subject to rejection by the ENGINEER. Private property shall not be used for storage purposes without the written permission of the owner or lessee.
17. The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the ENGINEER of the emergency as soon as practical but he shall not wait for instructions before proceeding to properly protect both life and property.
18. The CONTRACTOR shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cuts or patch work as directed by the ENGINEER. Cutting of existing structures that shall endanger the work, adjacent property, workmen or the public shall not be done unless approved by the ENGINEER and under his/her direction.
19. The CONTRACTOR shall keep the OWNER'S property free at all times from accumulations of waste materials or rubbish and shall remove from the OWNER'S property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his/her operation or caused by his/her employees, and remove all surplus materials resulting from his/her operation or caused by his/her employees, leaving the site smooth, clean and true to line and grade.
20. The CONTRACTOR shall pay for all transportation and utility services not later than the twentieth day of the calendar month following that in which such services are rendered; pay for all materials, tools and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the twentieth day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used; and pay to each of his/her subcontractors not later than the fifth day following each payment

to the CONTRACTOR, the respective amounts allowed to CONTRACTOR on account of the work performed by his/her subcontractors, to the extent of each subcontractor's interest therein.

21. The CONTRACTOR shall, at the termination of this Contract before acceptance of the work by the ENGINEER, remove all his/her equipment, tools and supplies from the property of the OWNER. Should the CONTRACTOR fail to remove such equipment, tools and supplies, the OWNER shall have the right to remove them, and the CONTRACTOR shall pay all costs incurred by the OWNER in removing them.
22. The CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this Contract before the retained percentage, or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER such amounts as the OWNER may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.
23. The CONTRACTOR shall warrant all material and equipment furnished and work performed by him for a period of one year from the date of written acceptance of the work, and furnish all guarantees applicable to definite parts of the work as stipulated in the sections of the Technical Provisions.
24. The CONTRACTOR shall have the right to suspend work or terminate the Contract upon ten (10) days written notice to the OWNER and the ENGINEER, for any of the following reasons:
  - a. If an order of any court, or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act of the CONTRACTOR or his/her employees.
  - b. If the ENGINEER should fail to act upon any Request for Payment within fifteen (15) days after it is presented in accordance with the General Conditions of the Contract.
  - c. If the OWNER should fail to act upon any Request for Payment within thirty (30) days after its approval by the ENGINEER.
25. When a set of drawings has been produced for a job the CONTRACTOR shall maintain at the site a set of the drawings. On this set shall be accurately shown the actual installation of all work under each section, indicating thereon any variations from the Contract Drawings, including changes in sites, locations and dimensions. For this purpose, the ENGINEER will furnish two sets of black or blue line on white drawings. At the conclusion of the work, both sets of prints showing the entire work as actually installed shall be delivered to the ENGINEER for approval and shall become property of the OWNER.

#### **14. THE ENGINEER'S AUTHORITY**

1. The ENGINEER shall have general supervision and direction of the work. The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work,

interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of CONTRACTOR. All claims of the OWNER or the CONTRACTOR shall be presented to the ENGINEER for decision, which shall be made in writing within a reasonable time. All decisions of the ENGINEER shall be final.

2. The ENGINEER shall have the authority to suspend the work, wholly or in part, for such period or periods, as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the CONTRACTOR to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The CONTRACTOR shall not suspend operations due to unsuitable weather without the ENGINEER'S permission.
3. In the event of temporary suspension of work or during inclement weather or whenever the ENGINEER shall direct, the CONTRACTOR will and will cause his/her subcontractors to protect carefully his/her and their work and materials against damage or injury from the weather. If, in the opinion of the ENGINEER, any work or materials shall have been damaged or injured from the weather, by reason of failure on the part of the CONTRACTOR or any of his/her subcontractors so to protect his/her work, such materials shall be removed and replaced at the expense of the CONTRACTOR.
4. The ENGINEER shall have the authority at all times to inspect all materials and each part or detail of the work and the CONTRACTOR will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these Specifications is subject to such inspections. The ENGINEER shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make a complete detailed inspection.
5. The ENGINEER shall have the authority at any time before acceptance of the work to direct the CONTRACTOR to remove or uncover any portions of the finished work. After examination, the CONTRACTOR shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra Work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the CONTRACTOR'S expense.
6. The ENGINEER shall have the authority to direct the CONTRACTOR to correct work that has been damaged or that was not performed in accordance with the Contract Documents. An equitable deduction from the Contract Amount shall be made to compensate the OWNER from the uncorrected work.

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## **15. THE OWNER'S DUTIES AND RIGHTS**

1. The OWNER will provide the land shown on the Drawings upon which the work under the Contract is to be performed and to be used for rights-of-way for access. Any delay in furnishing these lands by the OWNER shall be deemed proper cause for adjustment in the Contract Amount and in time of completion.
2. The OWNER shall have the right to suspend the work or any portion thereof at any time provided that he gives the CONTRACTOR five (5) days written notice of suspension which shall set forth the date on which work is to be resumed. The CONTRACTOR shall resume the work upon written notice from the OWNER and within ten (10) days after the date set forth in the notice of suspension, the CONTRACTOR may abandon that portion of the work so suspended and shall be entitled to payment for all work done on the portions so abandoned, plus 15 percent of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.
3. The OWNER, acting upon the recommendation of its ENGINEER, shall have the authority to suspend the work wholly or in part, for such period or periods, as may be deemed necessary, due to unsuitable weather, or such other conditions as are considered unfavorably for prosecution of the work, or failure on the part of the CONTRACTOR to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The CONTRACTOR shall not suspend operations due to unsuitable weather without the OWNER'S permission.
4. In the event of temporary suspension of work or during inclement weather or whenever the OWNER, acting upon the recommendation of the ENGINEER, shall direct, the CONTRACTOR and his/her subcontractors will protect carefully his/her and their work and materials against damage or injury from the weather. If, in the opinion of the OWNER, acting upon the recommendation of the ENGINEER, any work or materials shall have been damaged or injured from the weather, by reason of failure on the part of the CONTRACTOR or any of his/her subcontractors to protect his/her work, such materials shall be removed and replaced at the expense of the CONTRACTOR.
5. The OWNER shall have the right to correct any deficiencies, without prejudice to any other remedy he may have, upon failure of the CONTRACTOR to perform the work in accordance with the CONTRACT documents, including any requirements with respect to the Schedule of Completion, after five (5) days written notice to the CONTRACTOR and receipt of written approval from the ENGINEER. The cost of the work so performed by the owner shall be paid for by the CONTRACTOR.
6. The OWNER, acting upon the recommendation of the ENGINEER, shall have the authority to direct the CONTRACTOR not to correct work that has been damaged, or that was not performed in accordance with the Contract Documents. An equitable deduction from the Contract Amount shall be made to compensate the OWNER for the uncorrected work.

7. The OWNER shall have the right to terminate the employment of the CONTRACTOR giving ten (10) days written notice of termination to the CONTRACTOR in the event of any default by the CONTRACTOR and upon receiving written notice from the ENGINEER certifying cause for such action in the event of such termination, the OWNER may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the CONTRACTOR whenever he shall:
  - a. Declare bankruptcy, become insolvent, or assign his/her assets for the benefit of his/her creditors.
  - b. Disregard or violate important provisions of the Contract Documents of the ENGINEER'S instructions, or fail to prosecute the work according to the agreed Schedule of Completion including extensions thereof.
  - c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.

If the right of the CONTRACTOR to proceed is so terminated, the OWNER may take possession of and utilize in completing the work such materials, appliances, supplies, plant and equipment as may be on the site of the work, and necessary therefor. Upon termination of the Contract by the OWNER, no further payments shall be due the CONTRACTOR until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the CONTRACTOR.

If the cost of completing the work shall exceed the unpaid balance, the Contractor and his/her sureties shall pay the difference to the OWNER. The cost incurred by the OWNER, as herein provided, and the damage incurred through the CONTRACTOR'S default, shall be certified by the OWNER, and approved by the ENGINEER.

8. The OWNER shall have the right to order changes in the work through additions, deletions or modifications without invalidating the Contract. Compensation and time completion affected by the change shall be adjusted at the time of ordering such change.
9. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the CONTRACTOR shall be to such extra compensation, or extension of time or both, as the ENGINEER may determine.

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**16. ASSIGNMENT**

Neither the CONTRACTOR nor the OWNER shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his/her right, title or interest therein, or his/her obligations thereunder, without written consent of the other party.

**17. ORAL AGREEMENTS**

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

**18. INSURANCE**

The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder. The amounts of such Insurance shall not be less than those enumerated hereinafter. Certificates from the CONTRACTOR'S insurance, carriers stating the coverage provided, the limits of liability, and expiration dates shall be filed in triplicate with the ENGINEER before operations are begun.

**21.1** The CONTRACTOR shall carry public liability insurance with an insurance company satisfactory to the Town so as to save the Town harmless from any and all claims for damages arising out of bodily injury to, or death of, any person or persons and for all claims for damages arising out of injury to, or destruction of, property caused by accidents resulting from the use of implements, equipment or labor used in the performance of the Contract or from any neglect, default omission or want of proper care or misconduct on the part of the CONTRACTOR or of any one in his/her employ during the execution of the work. Such insurance shall include coverage for blasting and explosion, if explosives are to be used.

**21.2** The CONTRACTOR shall carry any other types of insurance as may be required elsewhere in the Contract Documents.

**21.3 General Requirements**

**21.3.1** All insurance policies required in the Contract Documents shall be provided by companies satisfactory to the Town. Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall be licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts shall have a minimum A.M. rating. The CONTRACTOR must provide the required insurance at its own expense.

**21.3.2** CONTRACTOR shall either (1) require each subcontractor to procure and to maintain during the life of its subcontract, Subcontractor's General Liability and Property Damage Insurance of the same type and in the same manner as specified herein, or (2) insure activities of his/her subcontractors in his/her own policy.

**21.3.3** Each policy must list the Town as an additional insured and shall be primary to and non-contributory to any coverage maintained by the Town.

**21.3.4** All insurance shall be written on an occurrence basis, unless the Town approves in writing coverage on a claims-made basis. Insurance coverage whether written on an occurrence or a claims-made basis shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment.

**21.3.5** Certificates of Insurance acceptable to the Town and confirming the insurance coverage required herein are attached to the Contract. Certificates of Insurance evidencing (1) either the claims-made or occurrence form coverage, (2) work description/location, (3) CONTRACTOR's corporate name, and (4) naming the Town as an additional insured must be furnished to the Town within five (5) business days after presentation of the Contract to the CONTRACTOR for execution. The Town shall have no obligation to execute the Contract and may award the Contract to the next lowest responsible and responsive bidder, if such insurance certificates have not been provided to the Town. The Certificate must provide that the insured will give Notice of Accident and Notice of Claim to the insurance company as soon as practicable after receiving such notice. The CONTRACTOR shall promptly provide the Town with Certificates of Insurance evidencing policies' annual renewal.

**21.3.6** In the event of paid claims, the CONTRACTOR shall bear costs of any amount deductible.

**21.3.7** All insurance policies must contain a minimum thirty (30) day written notice of cancellation clause, and provide that the insurance company will notify the Town via registered mail, of any cancellation, change or expiration of the policy. The CONTRACTOR shall furnish to the Town copies of any said cancellation, change or expiration. Prior to the effective date of any such cancellation, the CONTRACTOR shall take out new insurance to cover the policies so cancelled. The Insurance Companies shall remain liable, however, until new and satisfactory insurance policies have been delivered to, and accepted by, the Town.

**21.3.8** In the event of the cancellation of any policy during the term of this Contract, or the failure to keep in effect the insurance required by this section, the Town may, on twenty-four (24) hours' notice and at its option, procure or renew such insurance on the account of the CONTRACTOR. The CONTRACTOR agrees to repay the Town's expense with interest thereon at the rate of eighteen percent (18%) annually from the date of the expenditure by the Town.

**21.3.9** The insurance required under 21.4 through shall include all major divisions of coverage and shall be on a comprehensive general basis including Premise and Operations (including X-C-U), Owner's Protective (as a separate policy), Products and Completed Operations, and Owned, Non-owned, Leased, and Hired Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the limits set forth in said insurance amounts under 21.4 through, whichever are greater.

**21.3.10** The Town reserves the right, at its sole discretion, to amend the insurance requirements contained herein.

**21.3.11** The CONTRACTOR and all Subcontractors waive subrogation rights against the Town for all losses.

**21.3.12** Unless greater amounts of insurance coverage are required elsewhere in the Contract Documents, the amounts of insurance shall not be less than the minimum amounts set forth below.

**21.4 Commercial General Liability Insurance** – for personal injury, bodily injury and property damage in an amount not less than \$1,000,000 for any one person, \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering all work performed on or adjacent to Town property including:

All premises and operations; Contractual liability; Coverage for the so-called "X, C, U" hazards, i.e., collapse of building, blasting, and damage to underground property; Products and Completed Operations (for a period of at least two (2) years following acceptance by the Town or the completed Contract); Asbestos abatement, when applicable.

**21.4.1** This policy (ies) shall include coverage relating to explosion, collapse, and underground property damage and contractual liability coverage.

**21.4.2** Additionally, CONTRACTOR shall provide the following coverage against loss or damage by fire and against loss or damage covered by the special peril's insurance endorsement on all Work: Special Perils 80% of Contract Price minimum. Upon completion of Work at Town buildings, CONTRACTOR shall provide an installation floater, in the full amount of the Contract Price, for the requirements set forth above. The policy or policies shall specifically state that they are for the benefit and payable to the Town, the CONTRACTOR, and all persons furnishing labor or labor and materials for the Work, as their interests may appear.

**21.4.3** Personal & Advertising Injury, on an occurrence basis, \$1,000,000 each occurrence.

**21.5 Automobile Liability Insurance** – including the use of all vehicles owned, non-owned, leased and/or hired in an amount not less than \$1,000,000 combined single limit or Bodily Injury, each person in an amount no less than \$ 500,000 and each accident in amount no less than \$1,000,000 and Property Damage, each occurrence \$1,000,000.

**21.6 Workers Compensation Insurance** - CONTRACTOR shall provide during the life of this Contract Worker's Compensation Insurance in accordance with the Worker's Compensation Act of the Commonwealth of Massachusetts (G.L. c. 149 § 34A and G.L. c. 152) including Employees Liability Insurance, covering all work as follows:

**21.6.1** Coverage A is statutory;

**21.6.2** Coverage B in amounts no less than the following: each accident - \$500,000; Disease Policy limit - \$500,000; and Disease- each employee - \$500,000.

Further, in addition to the General Requirements, CONTRACTOR shall provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. c. 152 to all persons to be employed under the Contract, and the CONTRACTOR shall continue such insurance in full force and effect during the term of the Contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

**21.7 Umbrella Liability Coverage** – in an amount not less than \$1,000,000 combined single limit and \$5,000,000 in the aggregate.

**21.8 Pollution Liability Insurance** - CONTRACTOR shall provide during the life of this Contract Worker's Compensation Insurance in accordance with the Worker's Compensation Act of the Commonwealth of Massachusetts (G.L. c. 149 § 34A and G.L. c. 152) including Employees Liability Insurance, covering all work as follows:

**21.8.1 Pollution Liability Insurance** – for sudden and/or gradual occurrences in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate arising out of the work, including but not limited to all hazardous materials identified in the contract;

**21.8.2** When applicable, CONTRACTOR will designate the disposal site and furnish a Certificate of Insurance from the Disposal Facility for Environmental Impairment Liability Insurance for (a) sudden and accidental occurrences in an amount no less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate and (b) non-sudden occurrences in the amount no less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

**21.8.3** Certificates of Insurance will clearly state the hazardous materials exposure work being performed.

**21.8.4** Further, the CONTRACTOR shall be responsible for the confirmation, verification, remediation, and disposal of all environmental impact and hazardous materials consistent with accomplishing the work of the contract documents. The CONTRACTOR shall adhere to the Massachusetts Contingency Plan, U.S. Environmental Protection Agency,

Massachusetts Department of Environmental Protection, regulatory groups and bureaus, as well as all state, federal, local, health, and environmental codes, rules, publications, ordinances, regulations, recommendations, and laws consistent with the removal and disposal of Environmental Impact and Hazardous Materials, to include, but not limited to: lead paint, asbestos, presumed asbestos, oils, refrigerants, fluids, chemical waste, general waste, tanks, polychlorinated biphenyls, Mercury, antifreeze, fluorescent light ballasts, capacitors, drums and containers, pigeon guano, dead animals, unknown or unidentified materials, contaminated soils, etc. The edition of the publication and/or governing agency current as of the date of the identification of the environmental impact and hazardous material item shall be used for accomplishing the work of the contract documents.

**21.9 Builder's Risk Insurance** - covering loss by fire and extended coverage in the amount of the total insurable value of all structures, materials, and equipment to be built and installed. The policy shall indicate the Town, the CONTRACTOR, and all subcontractors as the named insured with loss payable to the Town as Trustee. The policy shall provide for a thirty (30) day notice to the Town of cancellation or restrictive amendment.

**21.9.1** A copy of this insurance policy shall be furnished to the Town.

**21.9.2** The Builder's Risk Insurance shall be obtained before the work is started and shall be maintained until the date of completion of the work, or until the Town occupies or otherwise takes possession of the project, whichever occurs first.

**21.10 Owner's Protective Liability (requires a separate policy)** - in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate.

**21.11 Optional Insurance**

**21.11.1** Excess Liability Insurance - The CONTRACTOR may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the Town as an additional insured. Evidence of such excess liability shall be delivered to the Town in the same form and manner as the required insurance policies.

**21.11.2** Property Insurance - The Town does not intend to purchase property Insurance covering the Project or the Work. The Town shall not be required to provide such insurance, but the CONTRACTOR may, if it so desires, procure property insurance which will protect the interests of the CONTRACTOR, Subcontractor and Sub-subcontractors in the Work. The CONTRACTOR understands that such property insurance is solely the CONTRACTOR's responsibility, and the CONTRACTOR, its Subcontractors and Sub-subcontractors shall have no claim against the Town on account of the Town's failure to provide such property insurance

**21.12 Limitation Of Liability** - Notwithstanding anything herein to the contrary, the Contractor's maximum aggregate liability for any loss or damages (other than death or personal injury) incurred by the Town as a result of or in consequence of the acts or

omissions of the Contractor, its employees, subcontractors or agents in the performance of services covered by this Agreement shall not exceed one hundred percent (100%) of the Contract value plus any adjusted value per executed change order; provided, however, that if the Contractor's applicable insurance coverage is greater than this amount, the limit of liability for the Contract shall be the total insurance coverage.

IT IS AGREED AND UNDERSTOOD THAT THE TOWN SHALL BE ENTITLED TO RECOVER DIRECT DAMAGES INCLUDING "BENEFIT-OF-THE-BARGAIN" EXPECTATION DAMAGES AND DAMAGES FOR BREACH OF WARRANTY SUBJECT TO THE LIMITATION OF LIABILITY, AND THAT IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF REVENUES OR LOSS OR FAILURE TO REALIZE ANTICIPATED SAVINGS OR EFFICIENCIES ARISING IN CONNECTION WITH THIS AGREEMENT.

**21.13 Indemnification of the Town** - The Contractor agrees to indemnify, save harmless, and defend the Town and all of its officers, agents, and employees from and against any and all third party suits, claims, or proceedings ("Claims"), and any losses, damages, charges or expenses, whether direct or indirect, and liability of every name and nature related to such Claims ("Liabilities") for or due to any loss or injury to persons or damages to real or tangible property to the extent caused by the Contractor or its employees, subcontractors or agents.

## **19. CONTRACT SECURITY**

1. The CONTRACTOR shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a labor and materials payment bond in an amount not less than One Hundred Percent (100%) of the Contract price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract; each such bonds naming the OWNER as obliges under an obliger rider (attached in appendix)
2. The Sureties of all bonds shall be such surety company or companies as are approved by the OWNER, and are authorized to transact business in the State.
3. If at any time the OWNER, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment Bonds, the CONTRACTOR shall within five (5) days after notice from the OWNER to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bond shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such and acceptable bond to the OWNER.

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**20. EXTRA WORK**

Payment for extra work shall be governed by Sec. 9.03 of the "Standard Specifications for Highways and Bridges", published by the Commonwealth of Massachusetts, Massachusetts Highway Department, dated 1988 including the Supplemental Specifications dated January 2026.

**21. EXTENSION OF CONTRACT TIME**

When extra work is ordered at any time during the progress of the work which, in the sole judgment of the ENGINEER, unavoidably increases the time for the completion of the work, an extension of time shall be granted.

A delay beyond the CONTRACTOR'S control occasioned by an Act of God, an act of omission on the part of the OWNER or by strikes, lockouts, fires, etc., may entitle the CONTRACTOR to an extension of time in which to complete the work as determined by the ENGINEER, provided however, that the CONTRACTOR shall immediately give written notice to the ENGINEER of the cause of such delay, together with a statement of the portions of work so delayed. Delays in work for which necessary material has not been received by the CONTRACTOR will not be recognized or allowed until after receipt of such necessary material.

**22. PROGRESS PAYMENTS**

1. The CONTRACTOR may submit once each month, a Request for Payment for work done. The CONTRACTOR shall furnish the ENGINEER all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Each Request for Payment shall be computed from the work completed on all items listed in the detailed breakdown of Contract Amount, less Five percent (5%) to be retained until final completion and acceptance of the work, and less previous payments.

If the ENGINEER determines that the progress of the Work will be benefitted by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefore and if such materials and equipment are delivered and properly stored and protected, the cost to the CONTRACTOR or subcontractor as established, by invoices or other suitable vouchers satisfactory to the ENGINEER, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the CONTRACTOR to the ENGINEER at the same time a Bill of Sale in form satisfactory to the OWNER, transferring and assigning to the OWNER, full ownership and title to such materials or equipment.

2. Within fifteen (15) days of submission of any Request for Payment by the CONTRACTOR, the ENGINEER shall:
  - a. Approve the Request for Payment as submitted, or

- b. Approve such other amount as he shall decide is due to the CONTRACTOR, informing the CONTRACTOR in writing of his/her reasons for approving the amended amount, or
  - c. Withhold the Request for Payment, informing the CONTRACTOR in writing of his/her reasons for withholding it.
- 3. Within thirty (30) days from the date of approval of a Request for Payment by the ENGINEER, the OWNER shall:
  - a. Pay the Request for Payment as approved, or
  - b. Withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect itself from loss on account of any of the following causes discovered subsequent to approval of Request for Payment by the ENGINEER provided he informs the CONTRACTOR and the ENGINEER in writing of his/her reasons for withholding payment in whole or in part:
    - 1. Defective Work
    - 2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
    - 3. Failure of the CONTRACTOR to make payments to Subcontractors, material suppliers or labor.
    - 4. Damage to another CONTRACTOR.

### **23. ACCEPTANCE AND FINAL PAYMENT**

When the CONTRACTOR shall have completed the work in accordance with the terms of the Contract Documents, the ENGINEER shall certify his/her acceptance to the OWNER and his/her approval of the CONTRACTOR'S final Request for Payment, less any money to be retained for repairs if so specified in the Special Conditions Section of these Specifications, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the OWNER shall accept the work and release the CONTRACTOR except as to the conditions of the Performance Bond, any legal rights of the OWNER, required guarantees, and Corrections of Faulty Work after final payment and shall pay the CONTRACTOR'S final Request for Payment. The CONTRACTOR must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the ENGINEER to assemble and check the necessary data.

### **24. CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT**

The approval of the Final Request for Payment by the ENGINEER and the making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for faulty materials or workmanship. The OWNER shall promptly give notice of faulty materials or workmanship and the CONTRACTOR shall promptly replace any such defects discovered within one year

from the date of written acceptance of the work. The ENGINEER shall decide all questions arising under this paragraph.

**25. SUBSTITUTIONS AND DELETIONS**

Substitutions and deletions in the work shall be accomplished by the CONTRACTOR upon written order from the OWNER as approved by the ENGINEER or upon written order from the ENGINEER: which order shall state the reasons for original inclusion and subsequent elimination or substitution for materials, fixtures or equipment; and that the deviation does not materially injure the project as a whole, is in the best interest of the OWNER and is of the same cost and quality as originally specified or giving the amount in dollars of any equitable adjustment to which the parties have agreed.

**26. PROTECTION OF LIVES AND HEALTH**

In order to protect the lives and health of his/her employees under this Contract, the CONTRACTOR and his/her Subcontractors shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in course of employment on work under the Contract. He alone shall be responsible for the safety, efficiency, and adequacy of his/her plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

**27. OBSTRUCTIONS ENCOUNTERED**

The Drawings may show certain information which has been obtained by the OWNER regarding the existing structure and various pipe lines and other utilities which exist at the location of the project. The OWNER expressly disclaims any responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing structures and utilities, and the CONTRACTOR will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information, said structures and utilities being shown only for the convenience of the CONTRACTOR, who must verify the information to his/her own satisfaction. The giving of this information upon the Contract Drawings will not relieve the CONTRACTOR of his/her obligations to support and protect all utilities and other structures which may be encountered during the construction of the work, and to make good all damages done to such utilities and structures, as provided in these specifications. Should any structures be encountered during construction, the CONTRACTOR is to notify the ENGINEER.

## **28. STANDARD SPECIFICATIONS**

For the purpose of governing the work to be done under this contract, the OWNER has adopted as its Standard Specifications format the "2026 MassDOT Standard Specifications for Highways and Bridges; the Standard Special Provisions contained in this book; the 2025 Construction Standard details; the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)" with revisions; the latest editions of U.S Department of Transportation Federal Highway Administration Office of Federal Lands Highway Standard Drawings; the 1990 Standard Drawings for Signs and Supports; the 1968 Standard Drawings for Traffic Signals and Highway Lighting; the latest edition of American Standards for Nursery Stock, Town of Saugus Standards, the Plans, and these Special Provisions.

These Standard Specifications shall apply as if reprinted herein except as modified by the General Conditions, Special Conditions and Technical Specifications.

In case of conflict between these documents, the Supplement to Standards and the Special Provisions of these Specifications shall govern.

## **SPECIAL CONDITIONS**

### SUBSECTION

1. Location and Description
2. Duration of Contract
3. Safety Signs, Barricades, etc.
4. Qualified Superintendent
5. Delivery and Storage of Materials
6. Construction Schedule
7. Work Schedule
8. Protection of Utilities and Properties
9. Owner's Rights
10. Daily Cleanup
11. Prevailing Wage Rates – (See Appendix)
12. Disposal of Surplus Materials

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## **SPECIAL CONDITIONS**

### **1. LOCATION AND DESCRIPTION**

The work under this Contract consists of the replacement of guardrail at various locations in Saugus. Sections of guardrail shall be replaced along four sections of Walnut Street, along a section of Dewey Street, along a section of Howard Street, along a section of Bennett Avenue, at the intersection of Lily Pond Avenue and Central Street, at the intersection of Main Street and Kennedy Drive, at the intersection of Main Street and Vine Street, at the intersection of Hesper Street and Hamilton Street, at the intersection of Denver Street and Talbot Street, along a section of Belmont Street, along a section of Riverside Court, at the intersection of Vine Street and Free Street, at the end of Felton Street, at the intersection of Tuttle Street and Holden Avenue, along a section of Johnston Terrace, along a section of Eastern Avenue, along a section of Pace Road, along a section of Palmer Avenue, along a section of Parsons Avenue, along 3 sections of Oak Hill Road, at the intersection of Pearl Road and Susan Drive, at the intersection of Forest Street and Nickole Circle.

The work also includes temporary traffic controls, and other incidental work.

All work shall take place between the hours of 7:00 AM and 5:00 PM unless otherwise approved by the Engineer, and the Town of Saugus.

This work shall be bid as an itemized bid. The Contract prices shall include all labor, materials, equipment and incidental costs required to complete the work.

### **2. DURATION OF CONTRACT**

The contract shall be for the period beginning on or about August 31, 2026 or as stated in the **NOTICE TO PROCEED, WHICHEVER IS LATER** and end on or before **November 15, 2026**.

Failure to complete the work by the dates herein specified, or any proper extensions thereof granted by the OWNER will be subject to liquidated damages.

### **3. SAFETY SIGNS, BARRICADES, ETC.**

The CONTRACTOR shall conduct his/her operations in a safe manner at all times. The public shall be protected at all times with adequate warning signs, lighted barrels or barricades, warning tapes, etc. around the work area. Safety controls for construction operations shall be done in accordance with the relevant provisions of Section 850 of the Standard Specifications, the Manual on Uniform Traffic Control Devices and the Traffic Management Plans. The cost of providing and maintaining the signs, barrels, barricades, etc. shall be included in the itemized cost for the project.

The CONTRACTOR shall provide temporary safe access for pedestrian and vehicle traffic to adjacent properties at all times. The cost of temporary access shall be incidental to the CONTRACTOR'S Total price bid.

When it is determined by the Saugus Police Departments that a uniformed Police Officer should be present during working hours for safety of the public in the CONTRACTOR'S area of work, a uniformed Police Officer shall be provided by the Contractor.

**Protection of the CONTRACTOR'S work shall be the responsibility of the CONTRACTOR and the cost for any protection of the work shall be included in the CONTRACTOR'S total price bid.**

**4. QUALIFIED SUPERINTENDENT**

The CONTRACTOR shall maintain at the work site a qualified superintendent who is acceptable to the ENGINEER, and who shall give efficient supervision to the work until its completion. The Superintendent shall have full authority to act in behalf of the CONTRACTOR, and all directions given to the Superintendent shall be considered given to the CONTRACTOR.

**5. DELIVERY AND STORAGE OF MATERIALS**

Materials and equipment shall be progressively delivered at the site so that there will be neither delay in the progress of the work nor an accumulation of materials that is not to be used within reasonable time. Approved portions of the right-of-way may temporarily be used for storage purposes but must be removed and cleaned up at the end of the working day. Any additional space required for storage must be provided by the Contractor at his/her expense.

**6. CONSTRUCTION SCHEDULE**

Within 10 days of Notice to Proceed and at least 14 days prior to the beginning of construction, the CONTRACTOR shall deliver to the OWNER/ENGINEER an estimated construction progress schedule in a format satisfactory to the OWNER/ENGINEER, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents, including clear identification of the early action items and contract milestones. The schedule shall also identify the anticipated amount of each monthly payment that will become due to the contractor in accordance with the progress schedule. The CONTRACTOR shall provide an updated three-week work schedule in writing every Friday thereafter, this shall continue until the project is completed.

Before work is begun on each phase of work, the CONTRACTOR shall discuss fully with the ENGINEER the order and manner of doing the work, and the operating procedures shall comply with the requirements of the ENGINEER.

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## **7. WORK SCHEDULE**

The normal hours of operation shall be dictated by the Town of Saugus. A written request shall be issued by the Contractor for any requested deviation to the workday or times indicated in the contract. Extended work hours may be permitted on this project, however, all activities to be performed outside the normal hours of operation, with the exception of the weekend shutdowns, shall adhere to the Town's noise ordinance which limits construction hours to 7:00AM to 5:00PM. Hours can be extended up to 7:00PM with special permission granted by the Towns of Saugus.

### **Liquidated Damages**

Nothing in this section shall alter or otherwise affect the assessment of liquidated damages under Subsection 8.11 of the MassDOT Standard Specifications for Highways and Bridges Failure to Complete Work on Time.

## **8. PROTECTION OF UTILITIES AND PROPERTY**

Written notice shall be given by the CONTRACTOR to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities at least one week in advance of the commencement of operations that will affect the utilities. The CONTRACTOR shall, at the same time, file a copy of such notice with the Engineer.

The CONTRACTOR, in constructing or installing facilities alongside or near sewers, drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall sustain them securely in place. The CONTRACTOR shall coordinate with the officers and agents of the various utility companies and municipal departments to assure that the services of these structures are maintained. The CONTRACTOR shall also be responsible for the repair or replacement, at no additional cost to the OWNER (Department), of any damage to such structures caused by construction operations. The CONTRACTOR is responsible to leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the CONTRACTOR shall promptly notify the utility owner and shall, if requested by the ENGINEER, furnish labor and equipment to work temporarily under the utility OWNER'S direction. Pipes or other structures damaged by the operation of the CONTRACTOR may be repaired by the Department or by the utility owner, which suffers the loss. The cost of such repairs shall be borne by the CONTRACTOR, without compensation therefore.

If during construction there is an existing utility and/ or structure found to be in conflict with the proposed work under this Contract, the CONTRACTOR shall protect and maintain the services to the utilities and structures. The ENGINEER will, as soon as possible identify the utilities to be relocated or other such activities deemed suitable for resolution.

If live service connections are to be interrupted by excavations of any kind, the CONTRACTOR shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this Section, shall be considered included in the itemized cost for the project and no additional compensation will be allowed therefore.

**9. OWNER'S RIGHTS**

OWNER'S Rights to be exercised by the Department of Public Works wherever in this Contract the OWNER is to give or receive a notice or provisions are included for the exercise of rights and privileges and without limiting the generality thereof, the acts dealing with the OWNER'S prerogatives in the Contract shall be exercised by the Commissioner of Public Works or his/her authorized representative for and in behalf of the OWNER.

**10. DAILY CLEAN UP**

Before completion of each day's work, the CONTRACTOR shall be responsible for cleaning up and removing and relocating all removed material, debris, equipment and the like to ensure the continuous flow of traffic in roadways where work is progressing including access to private property during non-working hours. Sweeping and cleaning of surfaces beyond the limits of the project required to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation. Clean up includes proper dust control and sheeting, where necessary, with a cold patch around the sheeting. No open trenches are permitted. Paving of rough surfaces must be completed every Friday to maintain an adequate driving surface on roadways.

**11. PREVAILING WAGE RATES – (SEE APPENDIX)**

Attention of the Bidders is particularly called to the requirements of the conditions of employment to be observed and the prevailing wage rates to be paid on this project, as determined by the State Department of Labor Division of Occupational Safety and the U.S. Department of Labor under the Davis Bacon and related Acts. In the case of differences between the two wage requirements, the greater wage shall prevail.

**12. DISPOSAL OF SURPLUS MATERIALS**

Surplus materials obtained from any type of excavation, and not needed for further use as determined by the ENGINEER shall become the property of the CONTRACTOR and shall be removed from the site during the construction period and legally disposed of outside of the Town of Saugus. The removal and disposal of surplus material shall adhere to the regulations and requirements of local authorities governing the disposal of such materials, at no additional compensation.

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## **SPECIAL PROVISIONS**

### **Saugus**

### **Guardrail Replacement Project**

#### **SCOPE OF WORK**

The City of Saugus is seeking bids from qualified vendors to provide guardrail improvements at various locations throughout Saugus. The Project scope includes the following:

- Work under the **base bid** shall include the replacement of guardrail at various locations in Saugus. Guardrail shall be replaced along four sections of Walnut Street, along a section of Dewey Street, along a section of Howard Street, along a section of Bennett Avenue, at the intersection of Lily Pond Avenue and Central Street, at the intersection of Main Street and Kennedy Drive, at the intersection of Main Street and Vine Street, at the intersection of Hesper Street and Hamilton Street, at the intersection of Denver Street and Talbot Street, along a section of Belmont Street, along a section of Riverside Court, at the intersection of Vine Street and Free Street, at the end of Felton Street, at the intersection of Tuttle Street and Holden Avenue, along a section of Johnston Terrace, along a section of Eastern Avenue, along a section of Pace Road, along a section of Palmer Avenue, along a section of Parsons Avenue, and along 3 sections of Oak Hill Road. Any guardrail replacement locations not included in the Base Bid are specifically listed below within each bid alternate.
- Work under **Bid Alternate Number 1** shall include the replacement at the intersection of Pearl Road and Susan Drive.
- Work under **Bid Alternate Number 2** shall include the replacement of guardrail at the intersection of Forest Street and Nickole Circle.

The work also includes temporary traffic controls, and other incidental work.

All work shall take place between the hours of 7:00 AM and 5:00 PM unless otherwise approved by the Engineer, and the Town of Saugus.

All work under this contract shall be done in conformance with the Massachusetts Highway Department *Standard Specifications for Highways and Bridges* dated 2024; the 2025 *Construction Standard Details*, the 1990 *Standard Drawings for Signs and Supports*; the 1996 *Construction and Traffic Standard Details*; the 2009 *Manual on Uniform Traffic Control Devices (MUTCD)* with *Massachusetts Amendments* and the *Standard Municipal Traffic Code*; the 1968 *Standard Drawings for Traffic Signals and Highway Lighting*; the latest editions of U.S Department of Transportation Federal High Administration Office of Federal Lands Highway Standard Drawings the latest edition of *American Standard for Nursery Stock*; the Plans and these Special Provisions.

**DESIGNER / OWNERS**

DESIGNER  
TEC, Inc.  
David Nader, P.E.  
978-794-1792

OWNER  
Department of Public Works Director (Saugus)  
Brendan O'Regan  
781-231-4143

**ENGINEERING DIRECTIVES**

Contractors can access MassDOT, Highway Division Engineering Directives at:  
<http://www.massdot.state.ma.us/highway/publications.aspx>

**PROTECTION OF UNDERGROUND FACILITIES**

The Contractor's attention is directed to the necessity of making his/her own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etcetera, will occur.

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center is 1-888-344-7233.

**TEMPORARY ACCESS TO RESIDENTS**

The Contractor shall provide safe and ready means of ingress and egress to all driveways, businesses, or residences in the project area, both day and night, for the duration of the project.

The Contractor shall minimize the duration of impacts to private property. The Contractor shall provide property owners with a minimum of two weeks' notice prior to performing work that will affect access to private property.

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<b><u>ITEM 620.12</u></b>	<b><u>GUARDRAIL, TL-2 (SINGLE FACED)</u></b>	<b><u>FT</u></b>
<b><u>ITEM 620.32</u></b>	<b><u>GUARDRAIL – CURVED, TL-2 (SINGLE FACED)</u></b>	<b><u>FT</u></b>

**GENERAL**

Work under these items shall conform to the relevant provisions under Section 601 of the Standard Specifications and the following:

Work shall include the furnishing and installing straight or curved single faced TL-2 Guardrail at locations indicated on the Plans and as required by the Engineer in conformance with the dimensions and details shown on the Plans.

**METHODS**

Guardrail shall be installed per the relevant MassDOT Construction Details. In the event that the Contractor needs to minimize disturbance of utilities or other items adjacent to the location of a guardrail post, as required by Engineer and Utility Companies, the Contractor shall install guardrail posts without the use of heavy equipment.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Items 620.12 and 620.32 shall be measured and paid for at the contract price per foot, complete in place, including posts, offset blocks, panels, connecting hardware, and all other labor, materials, equipment and incidentals required to complete the work.

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**ITEM 620.13**

**GUARDRAIL, TL-3 (SINGLE FACED)**

**FT**

**GENERAL**

Work under these items shall conform to the relevant provisions under Section 601 of the Standard Specifications and the following:

Work shall include the furnishing and installing straight or curved single faced TL-3 Guardrail at locations indicated on the Plans and as required by the Engineer in conformance with the dimensions and details shown on the Plans.

**METHODS**

Guardrail shall be installed per the relevant MassDOT Construction Details. In the event that the Contractor needs to minimize disturbance of utilities or other items adjacent to the location of a guardrail post, as required by Engineer and Utility Companies, the Contractor shall install guardrail posts without the use of heavy equipment.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Items 620.13 shall be measured and paid for at the contract price per foot, complete in place, including posts, offset blocks, panels, connecting hardware, and all other labor, materials, equipment and incidentals required to complete the work.

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**ITEM 620.4 0 GUARDRAIL, STEEL-BACKED TIMBER (SINGLE FACED) FT**

**GENERAL**

Work under these items shall conform to the relevant provisions under Section 617 of the USDOT Federal Highway Association Standard Specifications and the following:

Work shall include the furnishing and installing straight single faced Steel-Backed Timber Guardrail at locations indicated on the Plans and as required by the Engineer in conformance with the dimensions and details shown on the Plans.

**METHODS**

Guardrail shall be installed per the relevant USDOT Federal Highway Association Construction Details. In the event that the Contractor needs to minimize disturbance of utilities or other items adjacent to the location of a guardrail post, as required by Engineer and Utility Companies, the Contractor shall install guardrail posts without the use of heavy equipment.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Items 620.20 shall be measured and paid for at the contract price per foot, complete in place, including posts, block outs, panels, connecting hardware, and all other labor, materials, equipment and incidentals required to complete the work.

**ITEM 627.12**

**ROUNDED END UNIT**

**EA**

**GENERAL**

Work under this item shall conform to the relevant provisions under Section 601 of the Standard Specifications and the following:

Work shall include furnishing and installing of a rounded end unit, per the relevant detail included on Drawing 627.1.1 in the MassDOT Standard Construction Details.

Materials used to perform this work shall be listed on the MassDOT Qualified Construction Materials List.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Item 627.12 shall be measured and paid for at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment and incidentals required to complete the work.

**ITEM 632.**  
**ITEM 633.2**

**GUARDRAIL POST – STEEL**  
**POLYMER OFFSET BLOCK**

**FT**  
**FT**

**GENERAL**

Work under this item shall conform to the relevant provisions under Section 601 of the Standard Specifications and the following:

Work shall include furnishing and installing of a steel guardrail post and polymer offset block, per the relevant detail included on Drawing 601.0.3 in the MassDOT Standard Construction Details.

Individual posts and offset blocks are associated with work related to Item 630. Highway Guard Removed and Reset with locations indicated on the Plans.

Materials used to perform this work shall be listed on the MassDOT Qualified Construction Materials List.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Items 632. and 632.5 shall be measured and paid for at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment and incidentals required to complete the work.

**ITEM 702.5**

**SURFACE RESTORATION**

**SF**

**GENERAL**

Work under these items shall conform to the relevant provisions under Sections 472 and 482 of the Standard Specifications and the following:

Work under the task is associated with the surface restoration following the removal of guardrail posts located within asphalt and/or concrete pavement finish surface as indicated on plans.

Items incidental to this task includes sawcutting around guardrail posts, backfill with granular fill, and installation of asphalt or concrete surface matching the existing surface treatment and elevation.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Items 702.5 shall be measured and paid for at the contract price per square foot, complete in place, including removal and disposal of existing surface material, backfilling, and placement and compaction of new surface material, and all other labor, materials, equipment and incidentals required to complete the work.

**APPENDIX A – PROJECT PLANS**

**PREPARED BY: TEC, INC.  
DATED: 6/24/2026**

**ATTACHMENT A – STEEL-BACKED TIMBER GUARDRAIL  
FLH STANDARD 617-60**

**PREPARED BY: U.S DEPARTMENT OF TRANSPORTATION  
DATED: 2/2024**

**ATTACHMENT B – STEEL-BACKED TIMBER GUARDRAIL TERMINAL SYSTEM  
FLH STANDARD 617-62**

**PREPARED BY: U.S DEPARTMENT OF TRANSPORTATION  
DATED: 1/2024**

**APPENDIX A – PROJECT PLANS**

**PREPARED BY: TEC, INC.  
DATED: 6/11/2026**



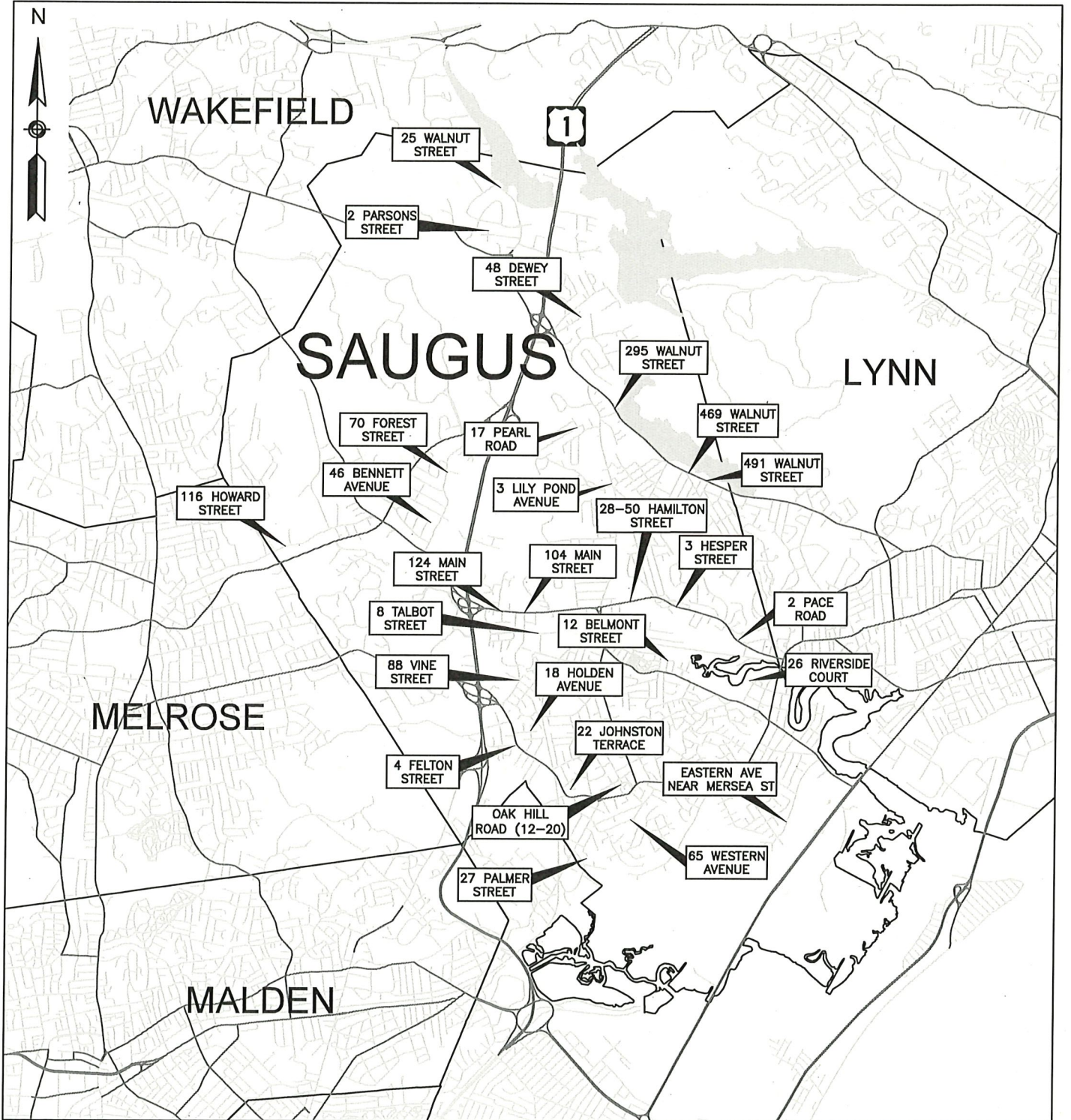
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	1 OF 25	PROJECT#:	T1905
SK TITLE:	LOCUS	DATE:	6/11/2026





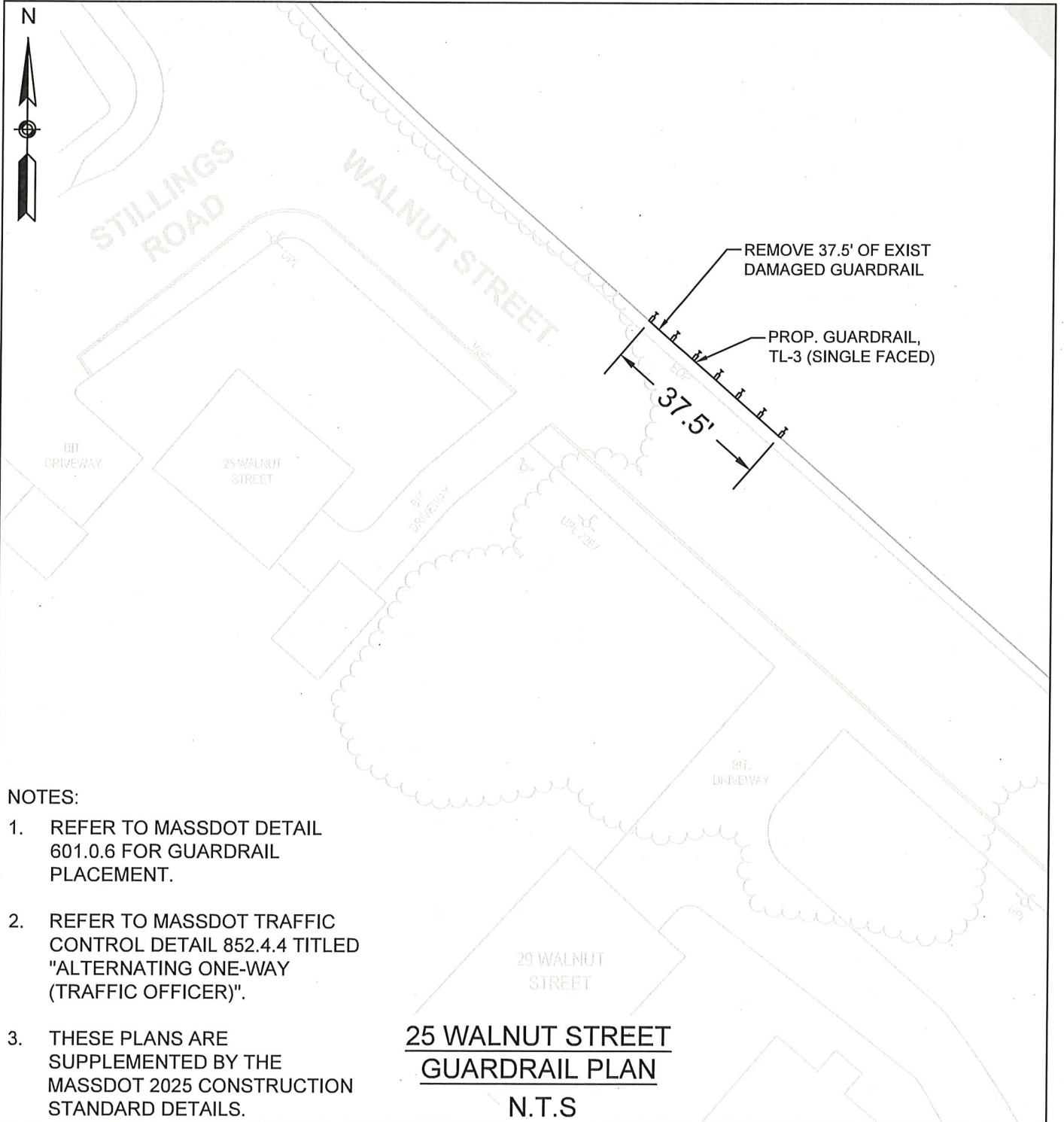
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	2 OF 25	PROJECT#:	T1905
SK TITLE:	25 WALNUT STREET	DATE:	6/11/2026



**NOTES:**

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**25 WALNUT STREET**  
**GUARDRAIL PLAN**

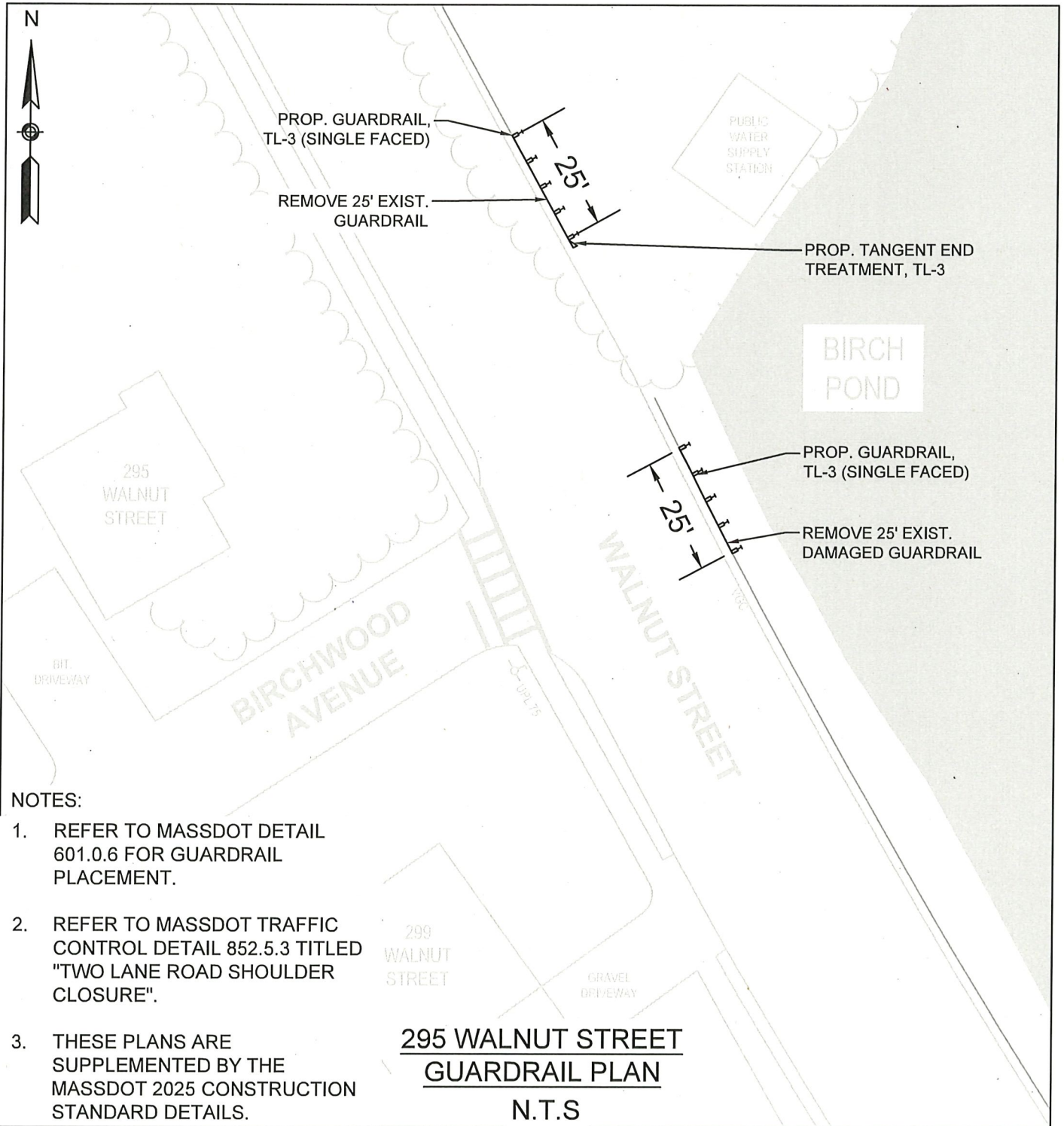
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	3 OF 25	PROJECT#:	T1905
SK TITLE:	295 WALNUT STREET	DATE:	6/11/2026



**NOTES:**

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.5.3 TITLED "TWO LANE ROAD SHOULDER CLOSURE".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**295 WALNUT STREET**  
**GUARDRAIL PLAN**

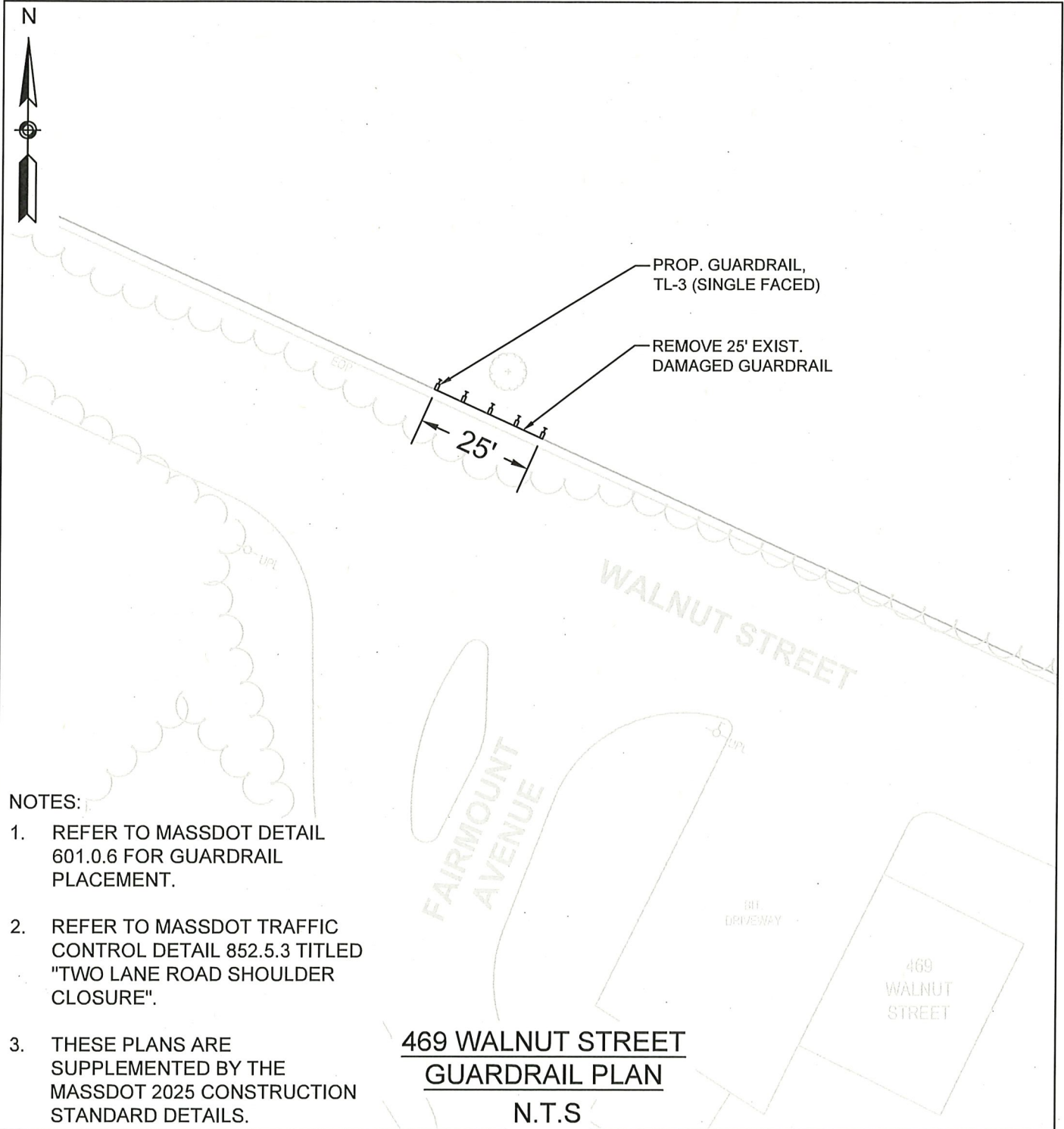
**N.T.S**



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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	4 OF 25	PROJECT#:	T1905
SK TITLE:	469 WALNUT STREET	DATE:	6/11/2026



NOTES:

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.5.3 TITLED "TWO LANE ROAD SHOULDER CLOSURE".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**469 WALNUT STREET  
GUARDRAIL PLAN**

N.T.S



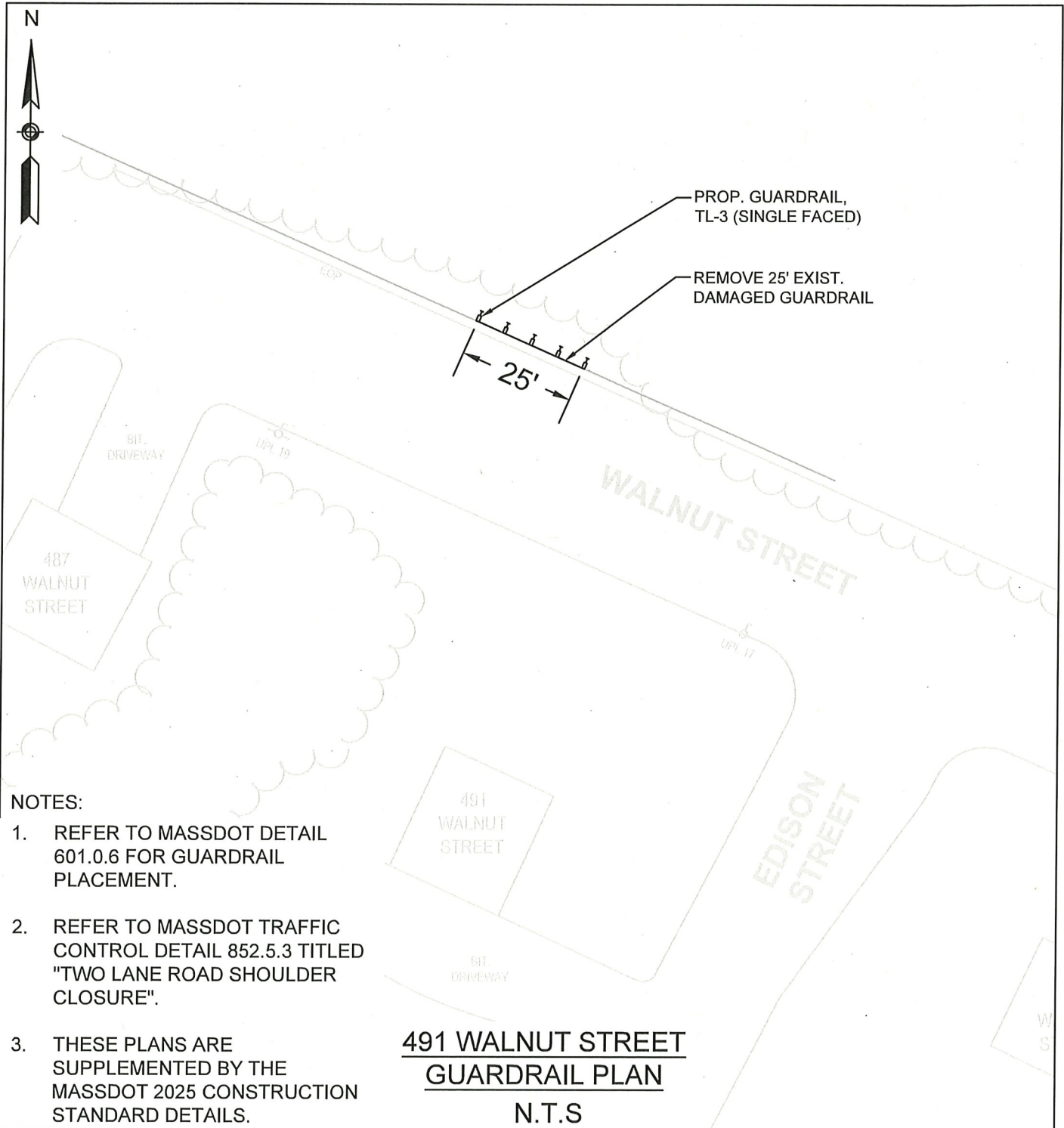
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	5 OF 25	PROJECT#:	T1905
SK TITLE:	491 WALNUT STREET	DATE:	6/11/2026



**NOTES:**

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.5.3 TITLED "TWO LANE ROAD SHOULDER CLOSURE".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**491 WALNUT STREET**  
**GUARDRAIL PLAN**  
 N.T.S



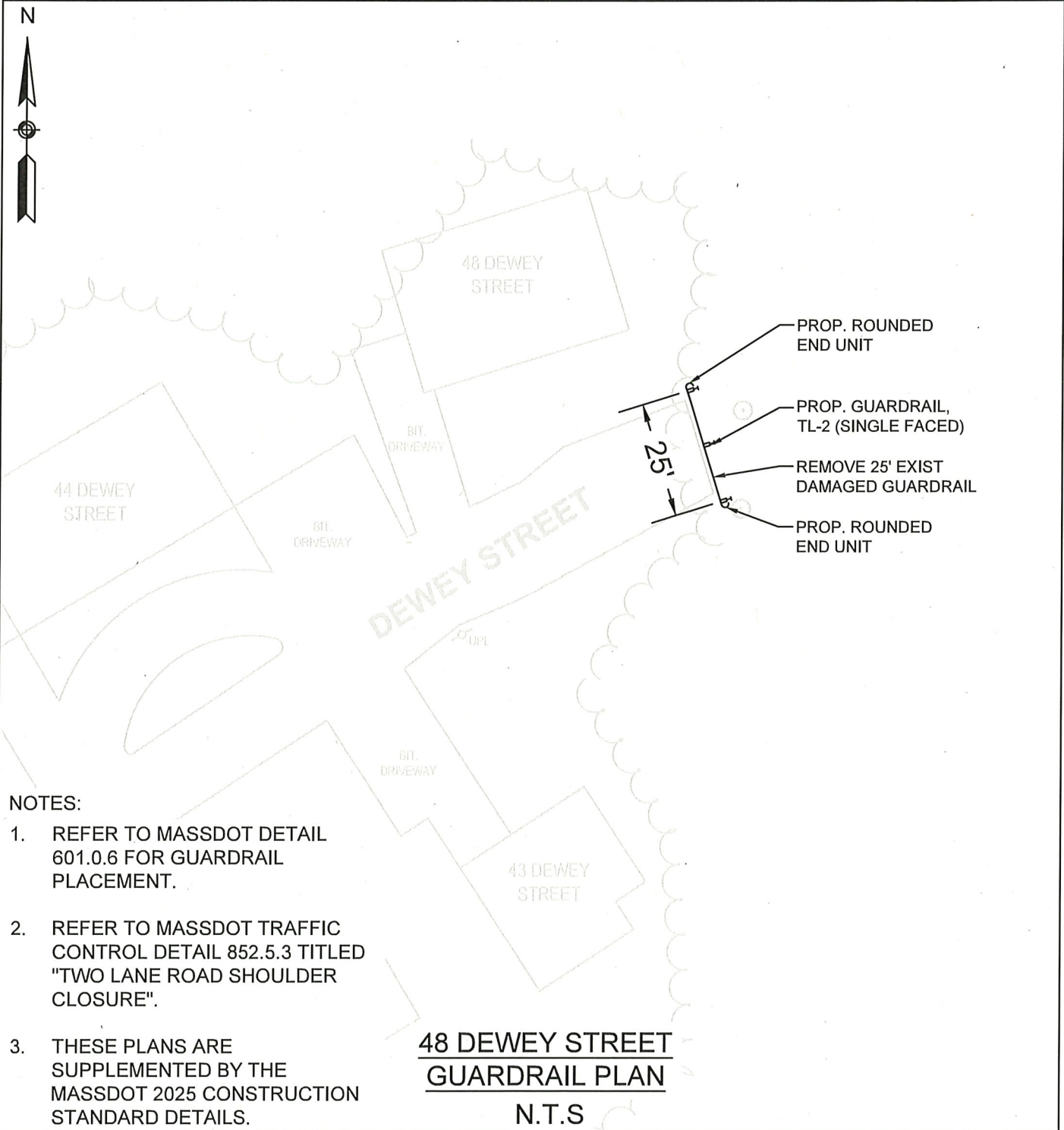
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	6 OF 25	PROJECT#:	T1905
SK TITLE:	48 DEWEY STREET	DATE:	6/11/2026





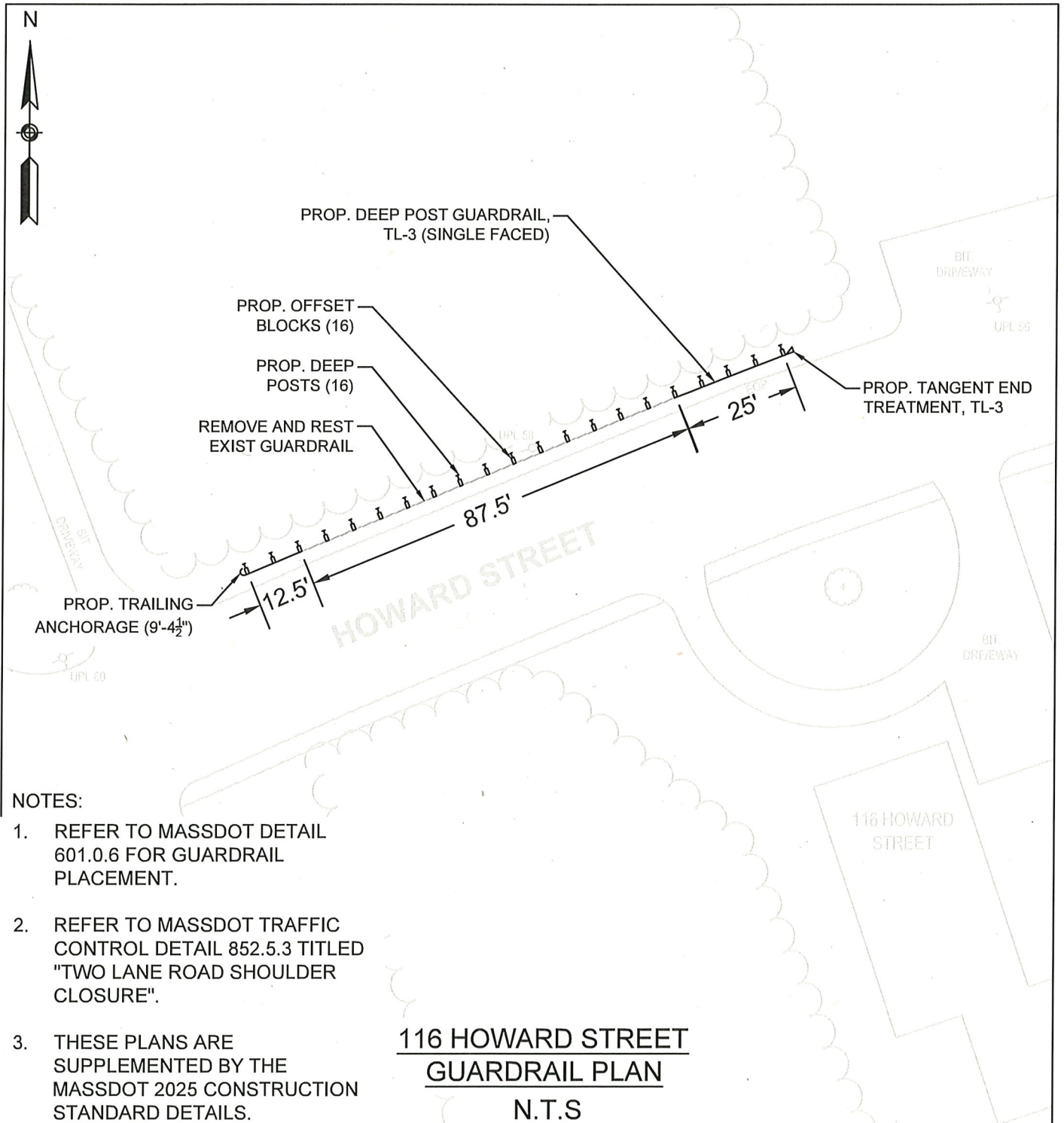
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	7 OF 25	PROJECT#:	T1905
SK TITLE:	116 HOWARD STREET	DATE:	6/11/2026



NOTES:

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.5.3 TITLED "TWO LANE ROAD SHOULDER CLOSURE".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

116 HOWARD STREET  
GUARDRAIL PLAN

N.T.S



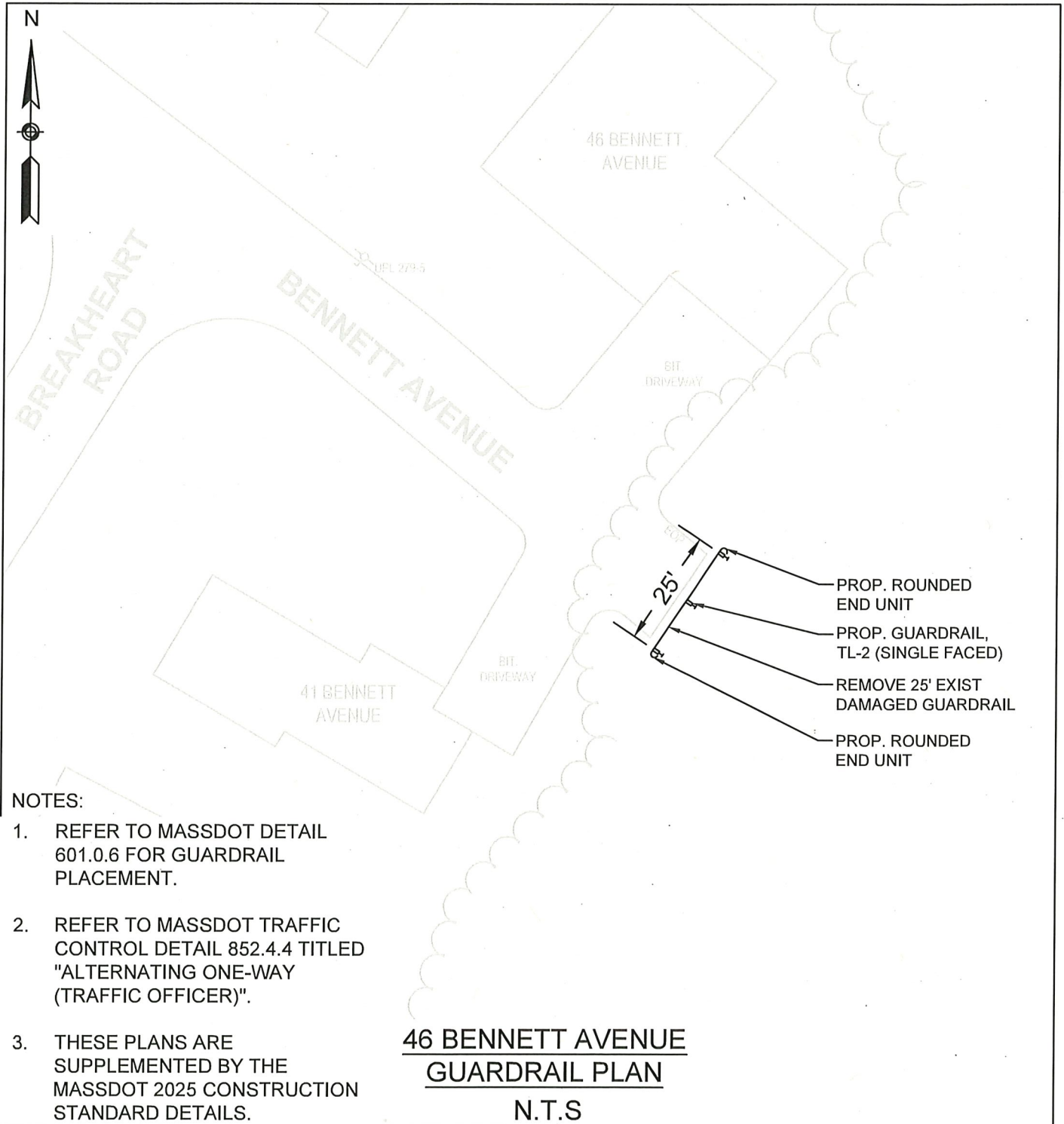
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	8 OF 25	PROJECT#:	T1905
SK TITLE:	46 BENNETT AVENUE	DATE:	6/11/2026



NOTES:

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**46 BENNETT AVENUE  
GUARDRAIL PLAN  
N.T.S**



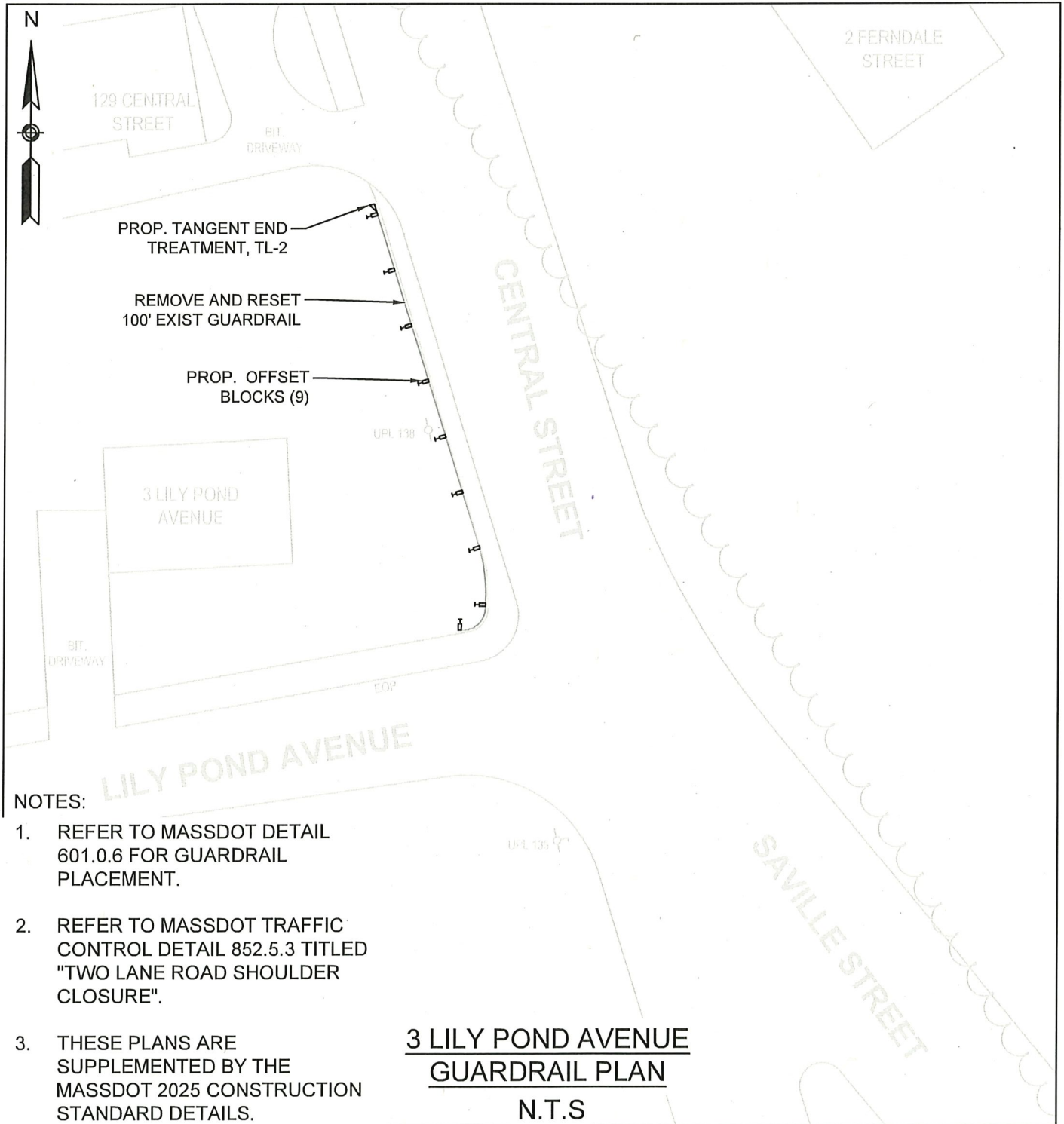
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	9 OF 25	PROJECT#:	T1905
SK TITLE:	3 LILY POND AVENUE	DATE:	6/11/2026



NOTES:

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.5.3 TITLED "TWO LANE ROAD SHOULDER CLOSURE".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

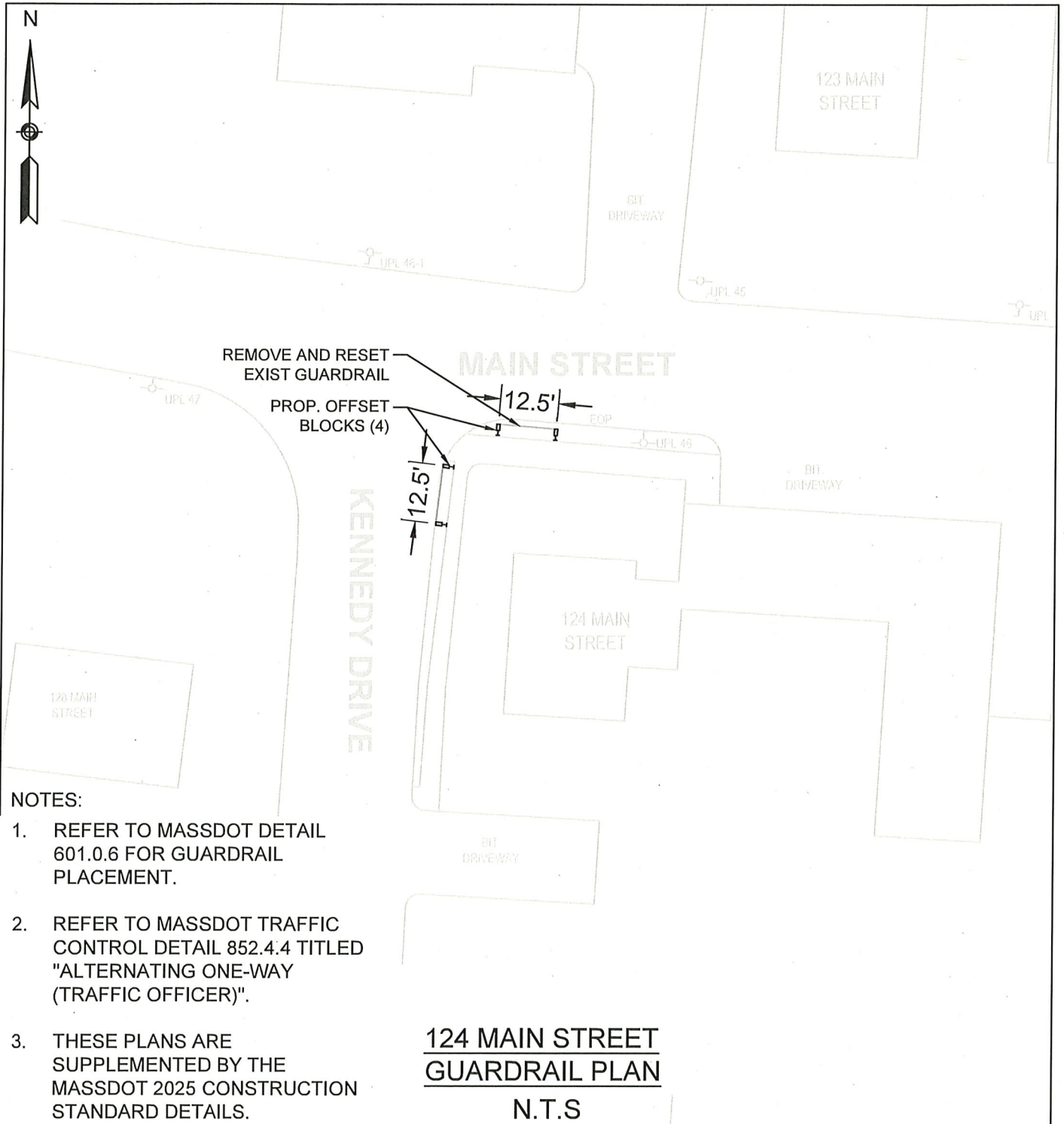
**3 LILY POND AVENUE  
 GUARDRAIL PLAN**

N.T.S



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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	10 OF 25	PROJECT#:	T1905
SK TITLE:	124 MAIN STREET	DATE:	6/11/2026





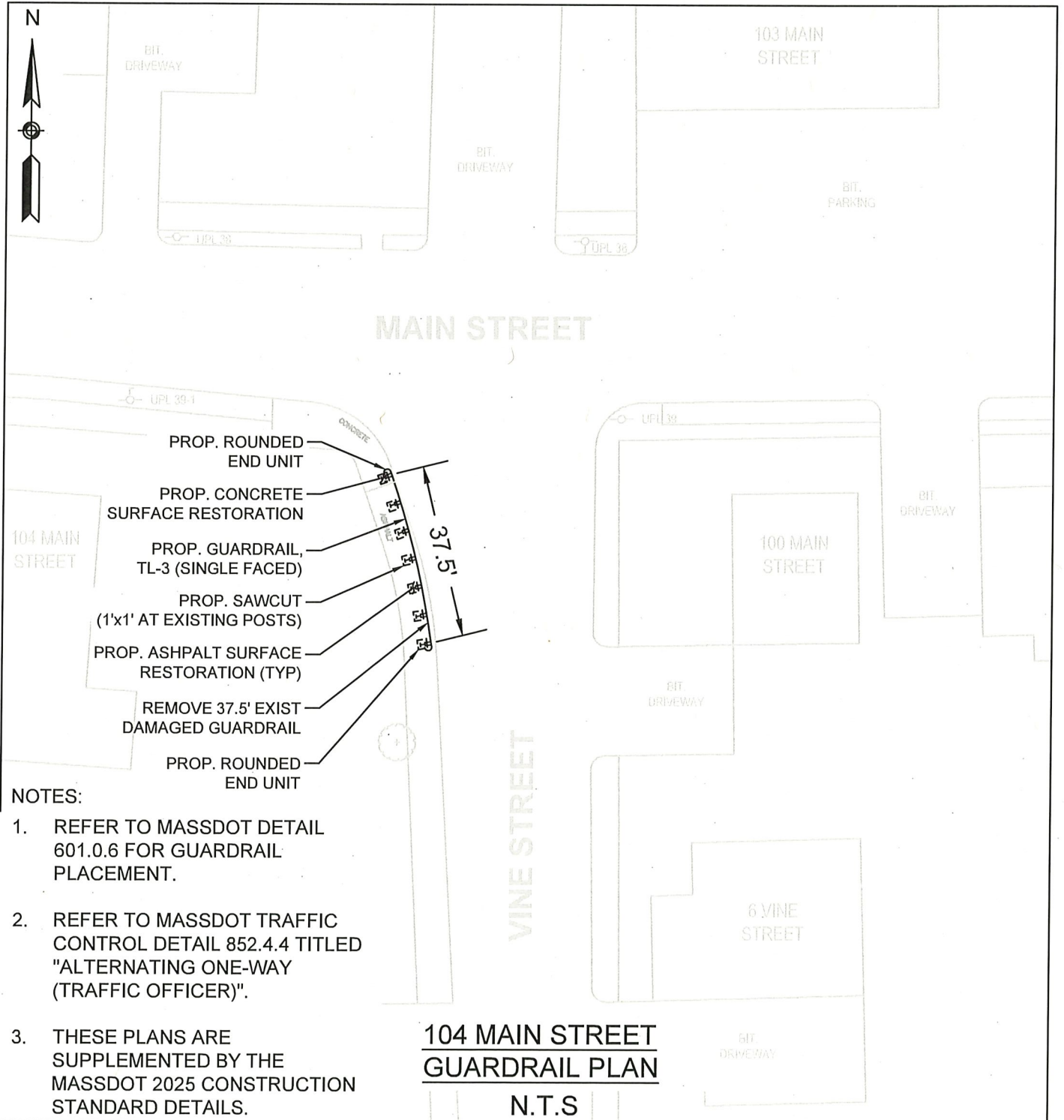
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	11 OF 25	PROJECT#:	T1905
SK TITLE:	104 MAIN STREET	DATE:	6/11/2026



**NOTES:**

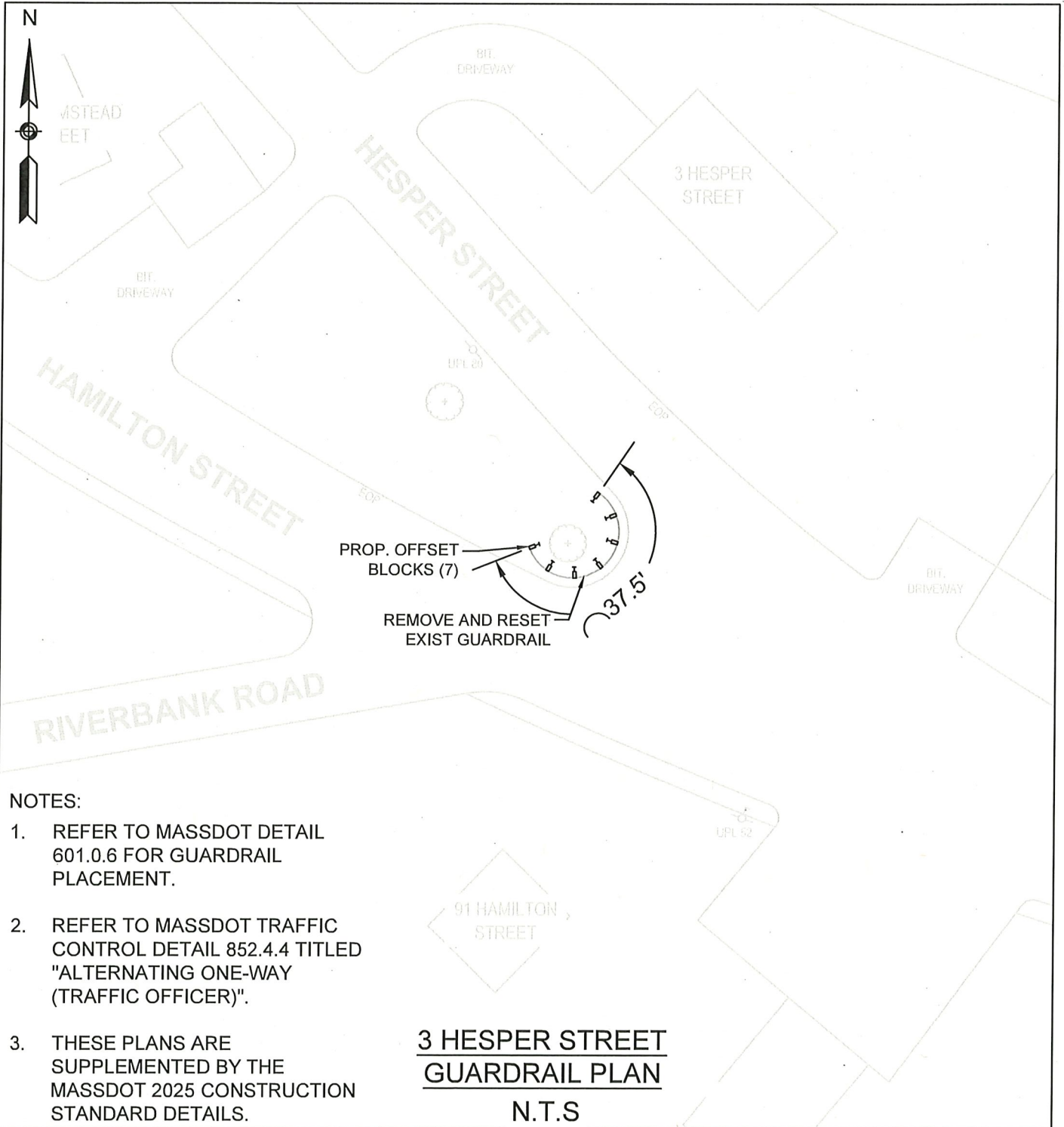
1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.



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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	12 OF 25	PROJECT#:	T1905
SK TITLE:	3 HESPER STREET	DATE:	6/11/2026



**NOTES:**

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**3 HESPER STREET**  
**GUARDRAIL PLAN**

N.T.S



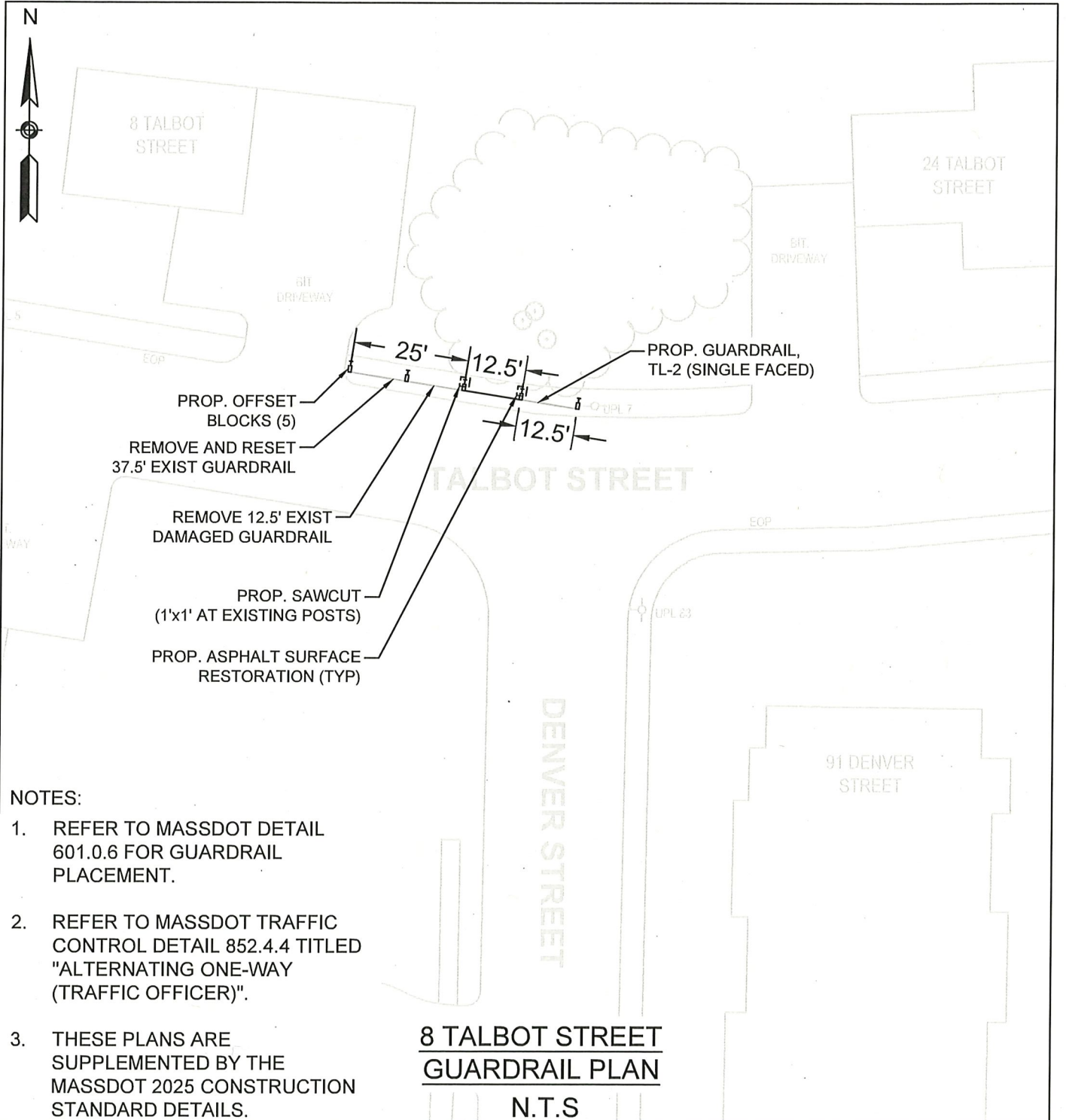
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	13 OF 25	PROJECT#:	T1905
SK TITLE:	8 TALBOT STREET	DATE:	6/11/2026



**NOTES:**

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**8 TALBOT STREET  
 GUARDRAIL PLAN**

N.T.S



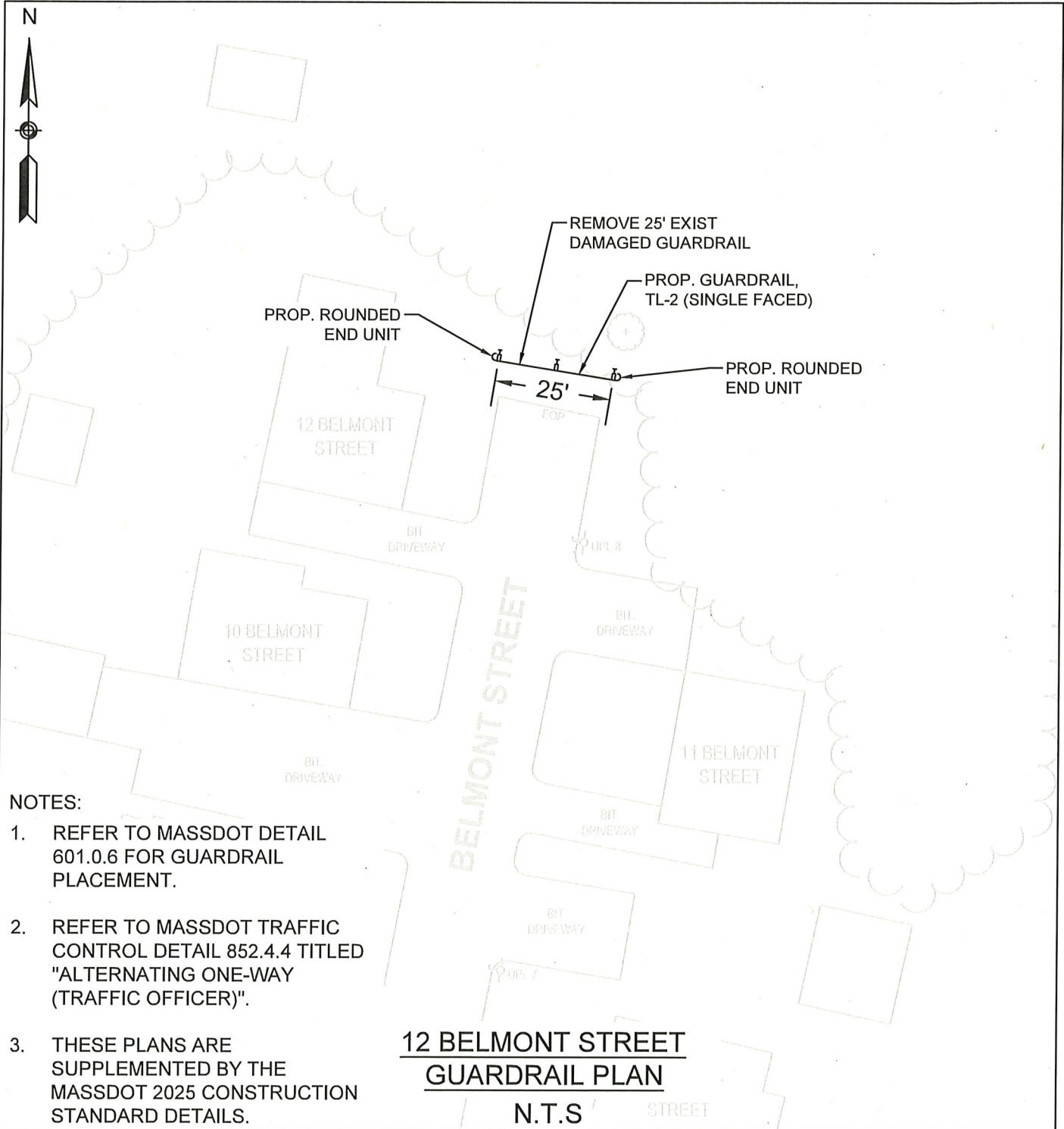
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	14 OF 25	PROJECT#:	T1905
SK TITLE:	12 BELMONT STREET	DATE:	6/11/2026



**NOTES:**

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**12 BELMONT STREET**  
**GUARDRAIL PLAN**

N.T.S / STREET



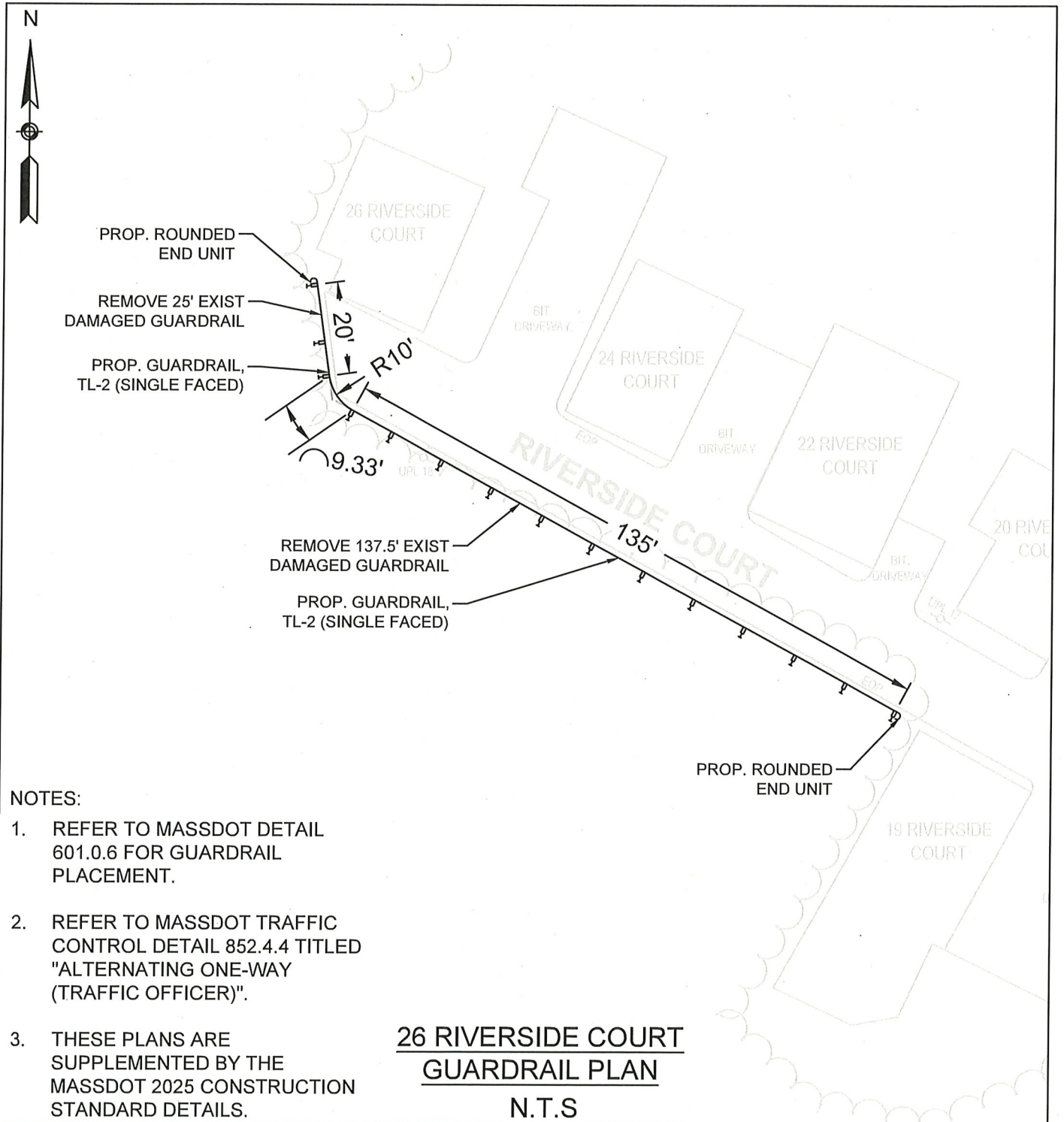
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JOB:	SAUGUS GUARDRAIL REPLACEMENT.	BID #:	DRAFT
SK#	15 OF 25	PROJECT#:	T1905
SK TITLE:	26 RIVERSIDE COURT	DATE:	6/11/2026



NOTES:

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**26 RIVERSIDE COURT  
 GUARDRAIL PLAN**

N.T.S



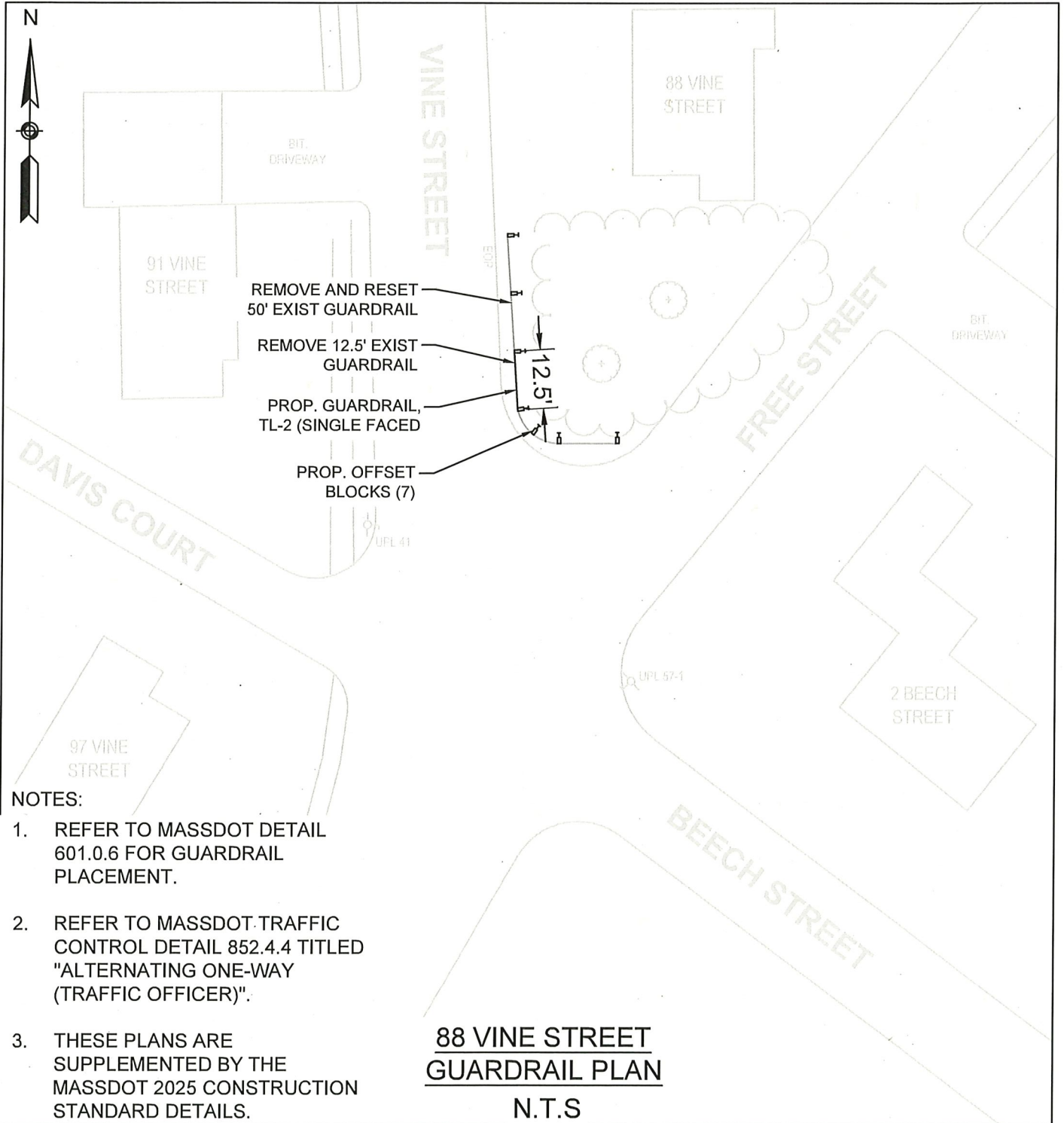
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	16 OF 25	PROJECT#:	T1905
SK TITLE:	88 VINE STREET	DATE:	6/11/2026





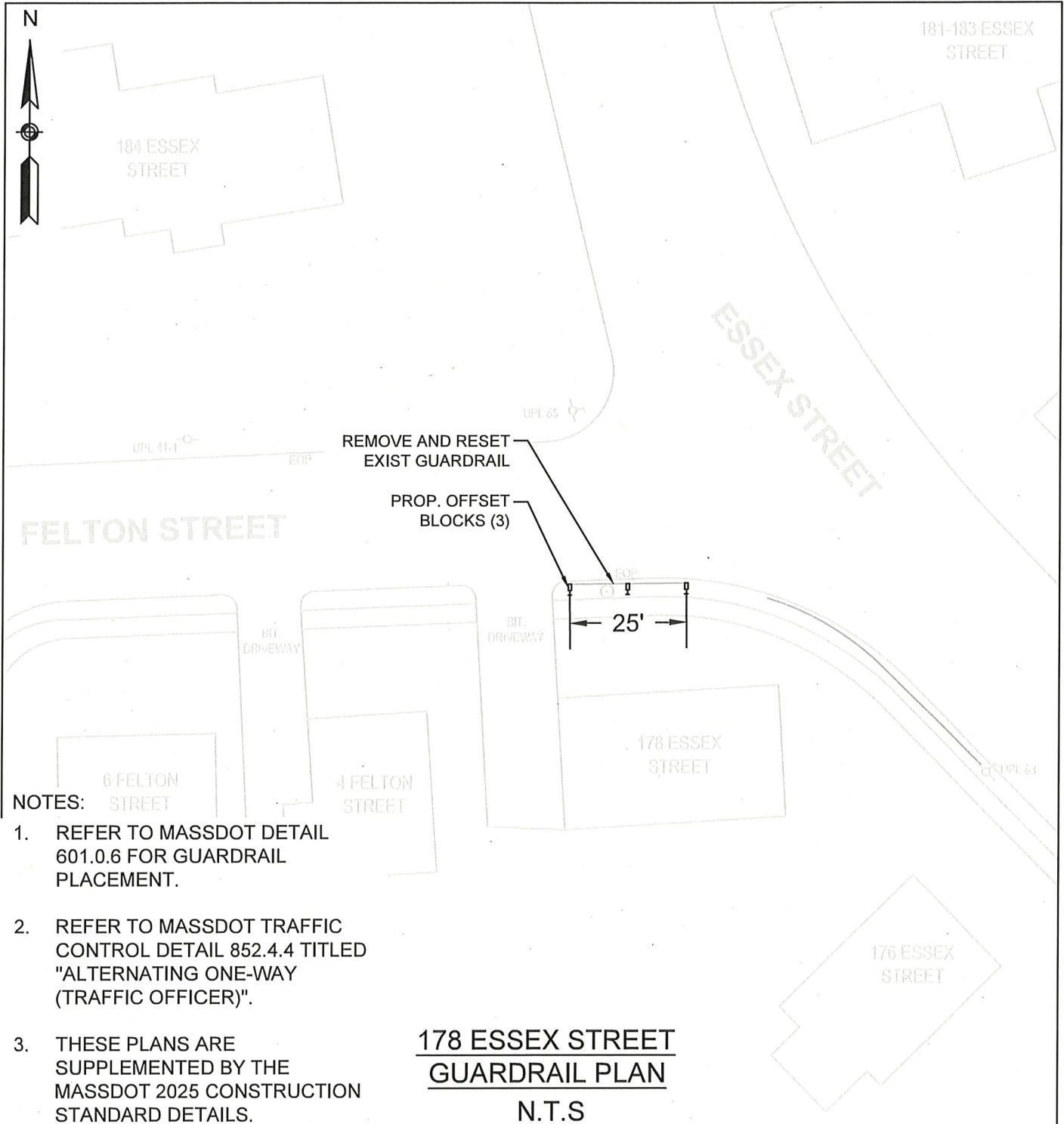
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	17 OF 25	PROJECT#:	T1905
SK TITLE:	178 ESSEX STREET	DATE:	6/11/2026



**NOTES:**

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**178 ESSEX STREET**  
**GUARDRAIL PLAN**

**N.T.S**



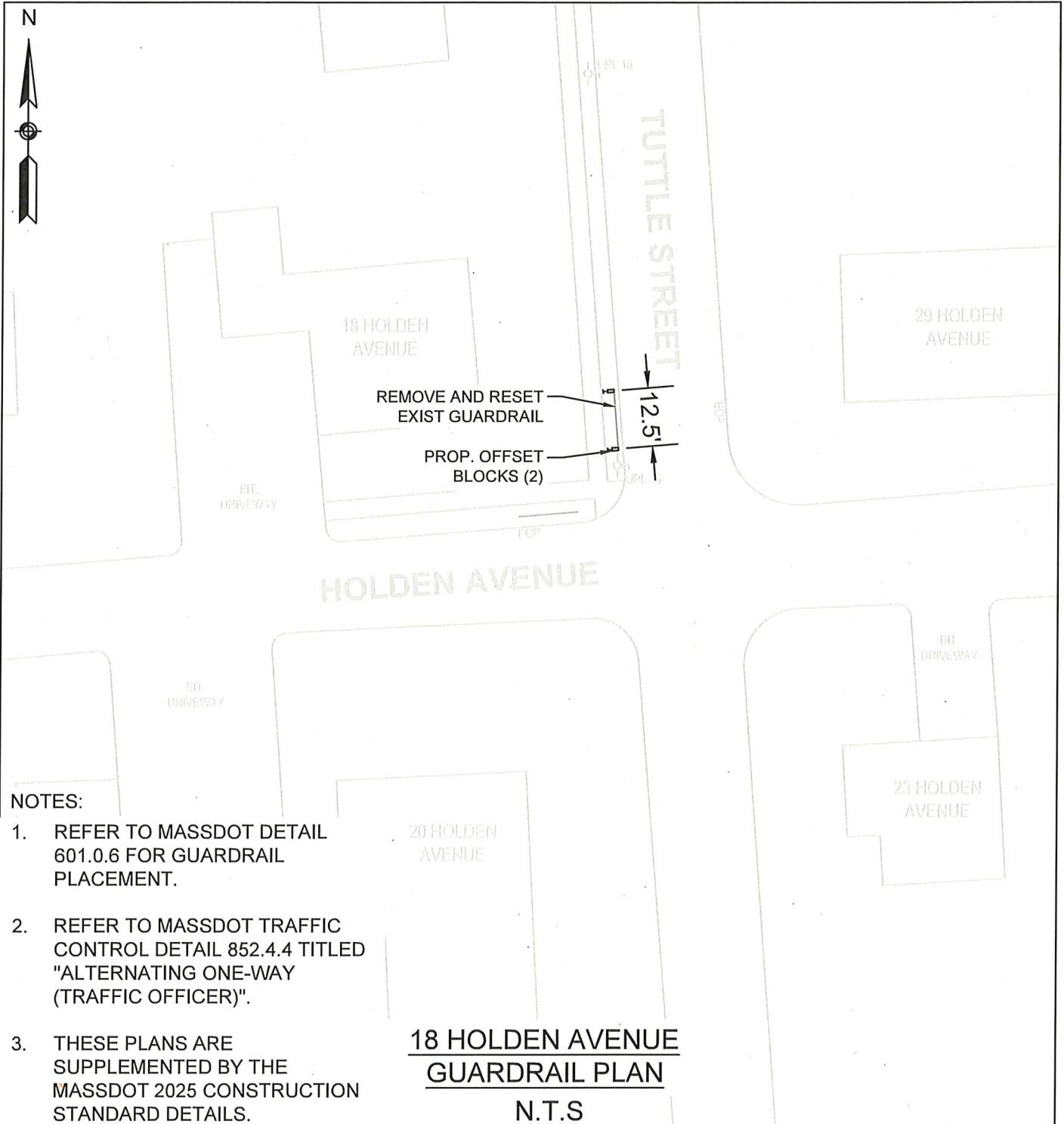
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	18 OF 25	PROJECT#:	T1905
SK TITLE:	18 HOLDEN AVENUE	DATE:	6/11/2026





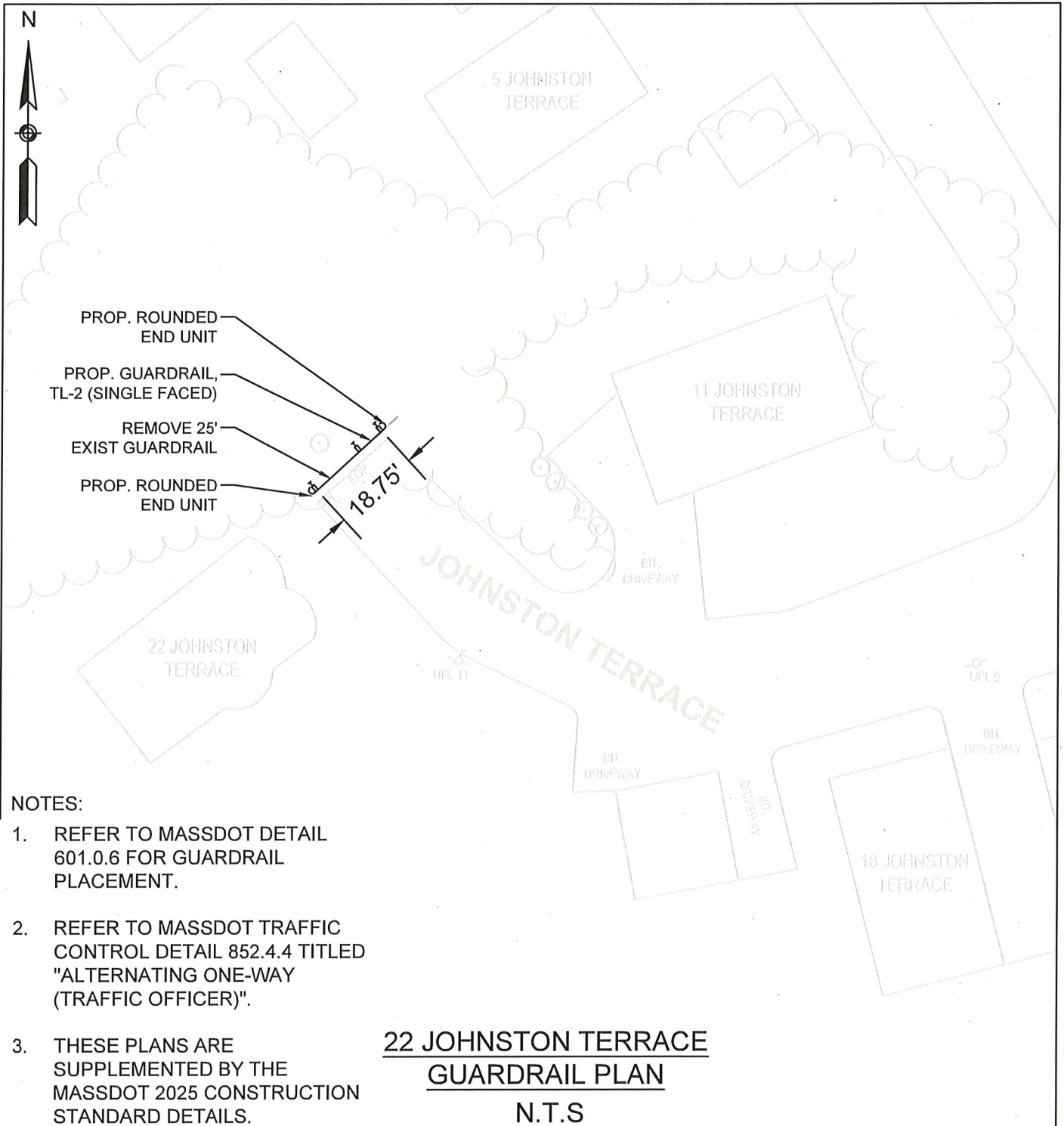
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	19 OF 25	PROJECT#:	T1905
SK TITLE:	22 JOHNSTON TERRACE	DATE:	6/11/2026



NOTES:

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**22 JOHNSTON TERRACE  
GUARDRAIL PLAN**

N.T.S



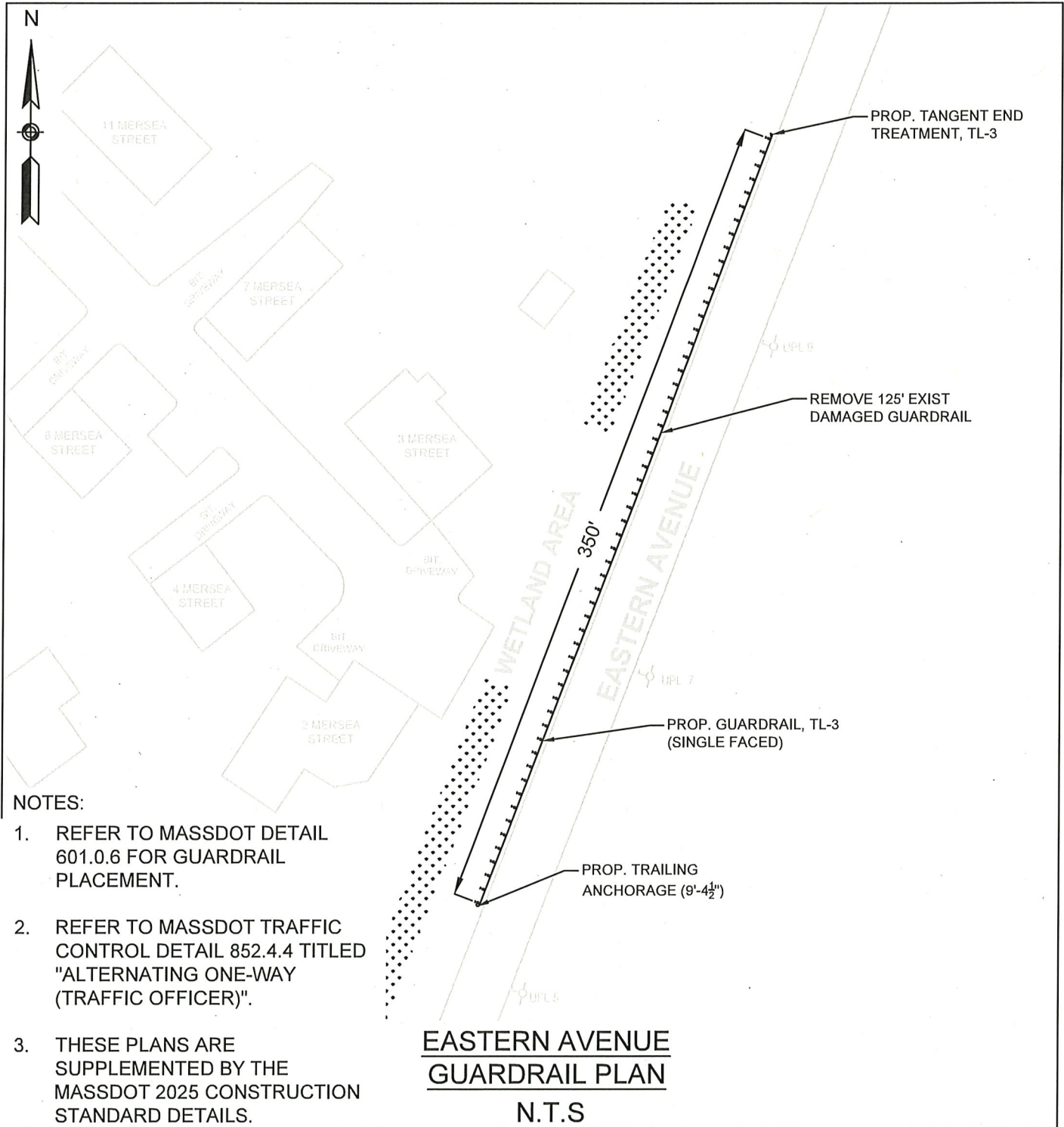
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	20 OF 25	PROJECT#:	T1905
SK TITLE:	EASTERN AVENUE NEAR MERSEA STREET	DATE:	6/11/2026



NOTES:

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

EASTERN AVENUE  
GUARDRAIL PLAN

N.T.S



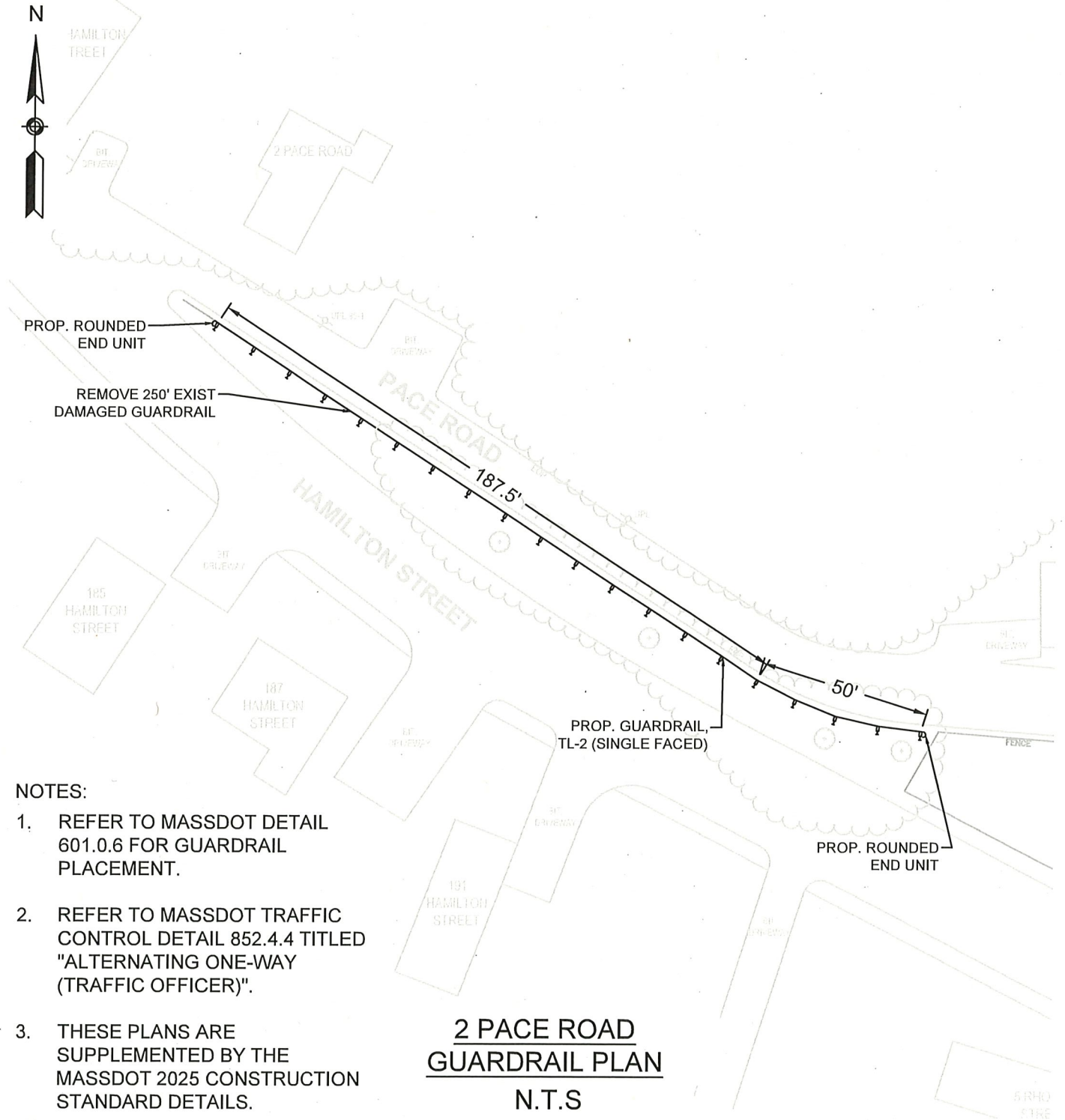
282 MERRIMACK STREET  
 LAWRENCE, MA 01843  
 TEL 978.794.1792  
 FAX 978.794.1793

100 FRONT STREET  
 WORCESTER, MA 01608  
 TEL 603.601.8154  
 FAX 978.794.1793

2 MONUMENT SQUARE  
 PORTLAND, ME 04101  
 TEL 774.701.0550  
 FAX 978.794.1793

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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	21 OF 25	PROJECT#:	T1905
SK TITLE:	2 PACE ROAD	DATE:	6/11/2026



**NOTES:**

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

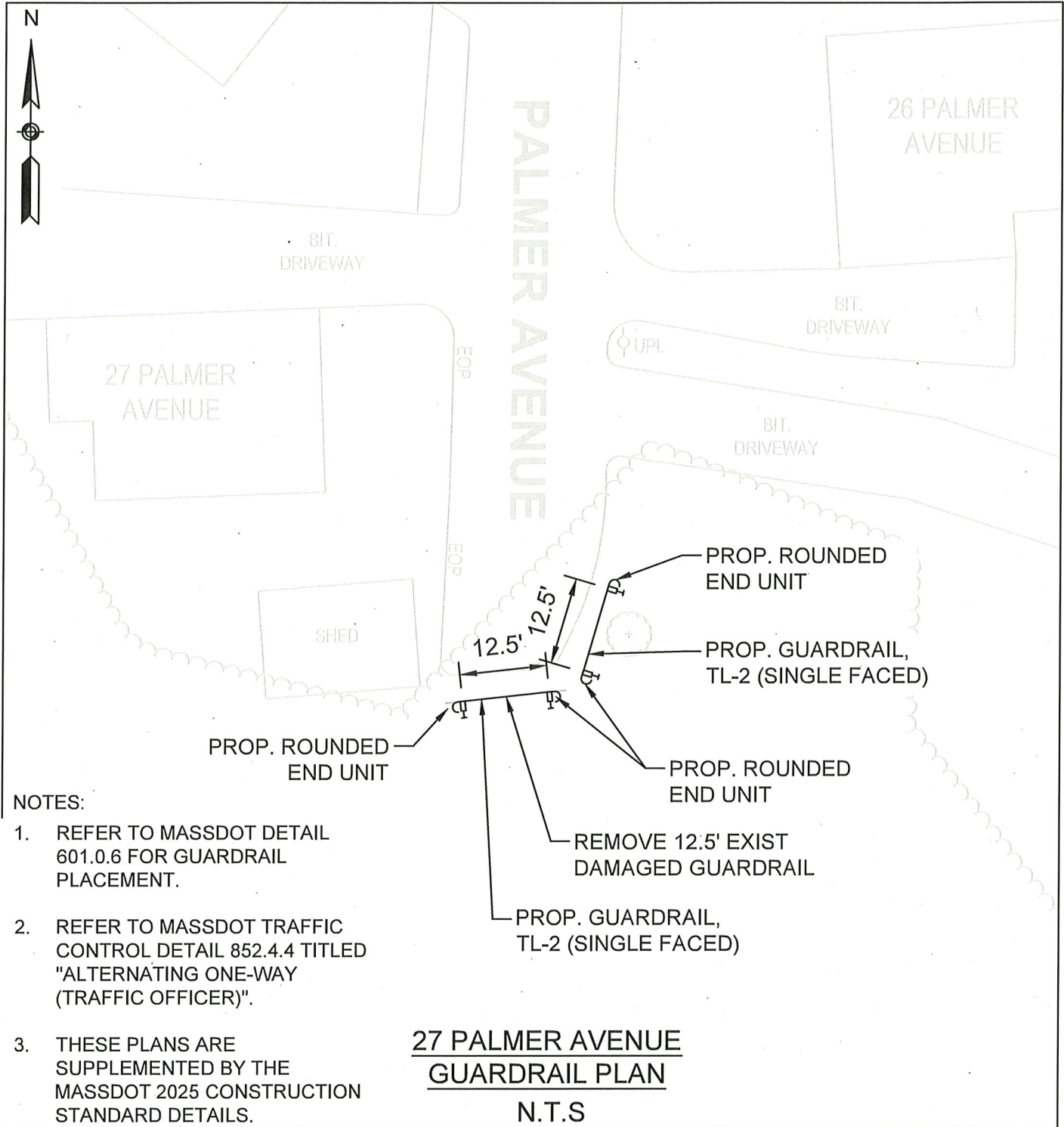
**2 PACE ROAD**  
**GUARDRAIL PLAN**  
 N.T.S



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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	22 OF 25	PROJECT#:	T1905
SK TITLE:	27 PALMER AVENUE	DATE:	6/11/2026





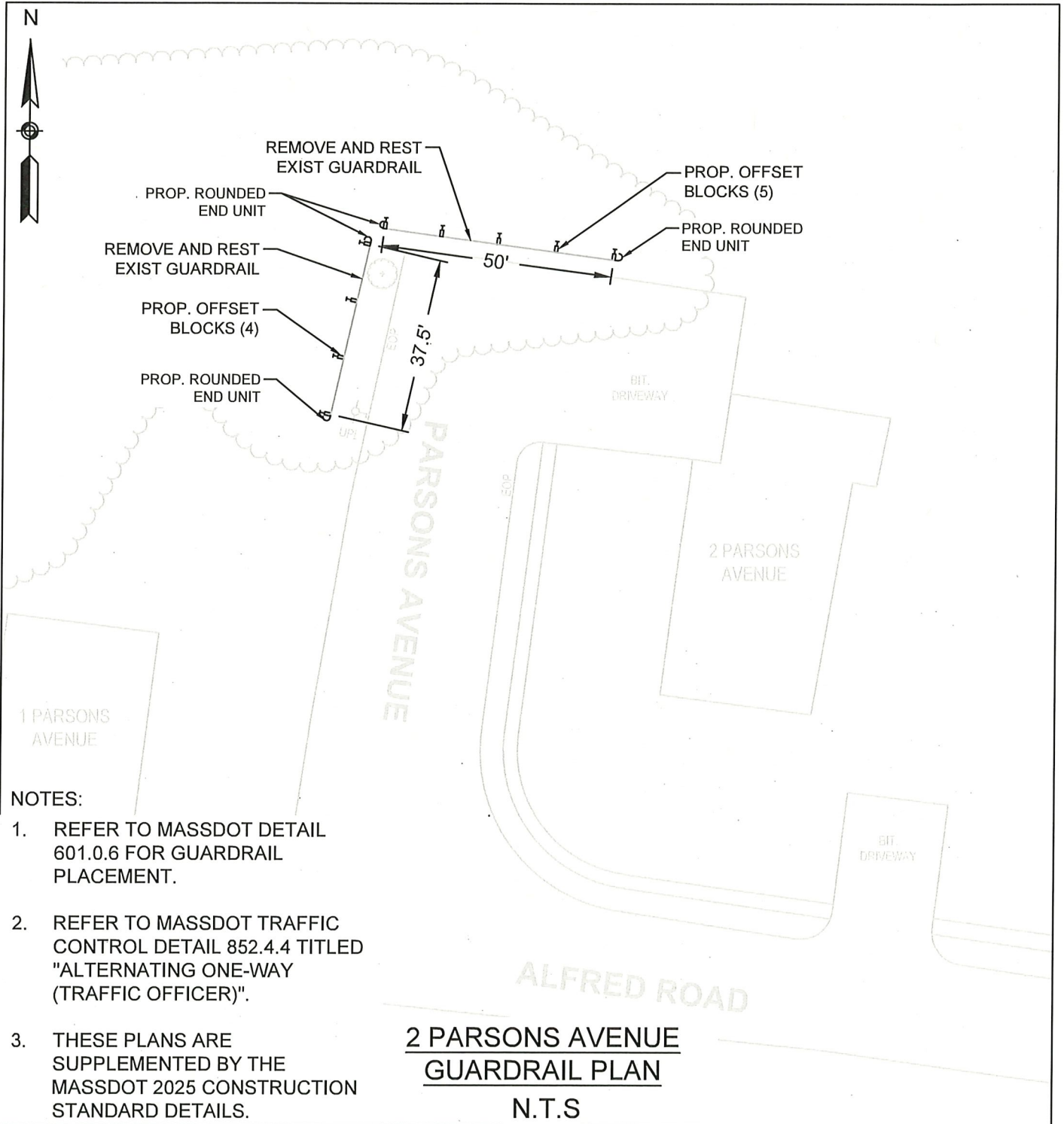
282 MERRIMACK STREET  
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FAX 978.794.1793

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PORTLAND, ME 04101  
TEL 774.701.0550  
FAX 978.794.1793

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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	23 OF 25	PROJECT#:	T1905
SK TITLE:	2 PARSONS AVENUE	DATE:	6/11/2026



**NOTES:**

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**2 PARSONS AVENUE  
GUARDRAIL PLAN  
N.T.S**



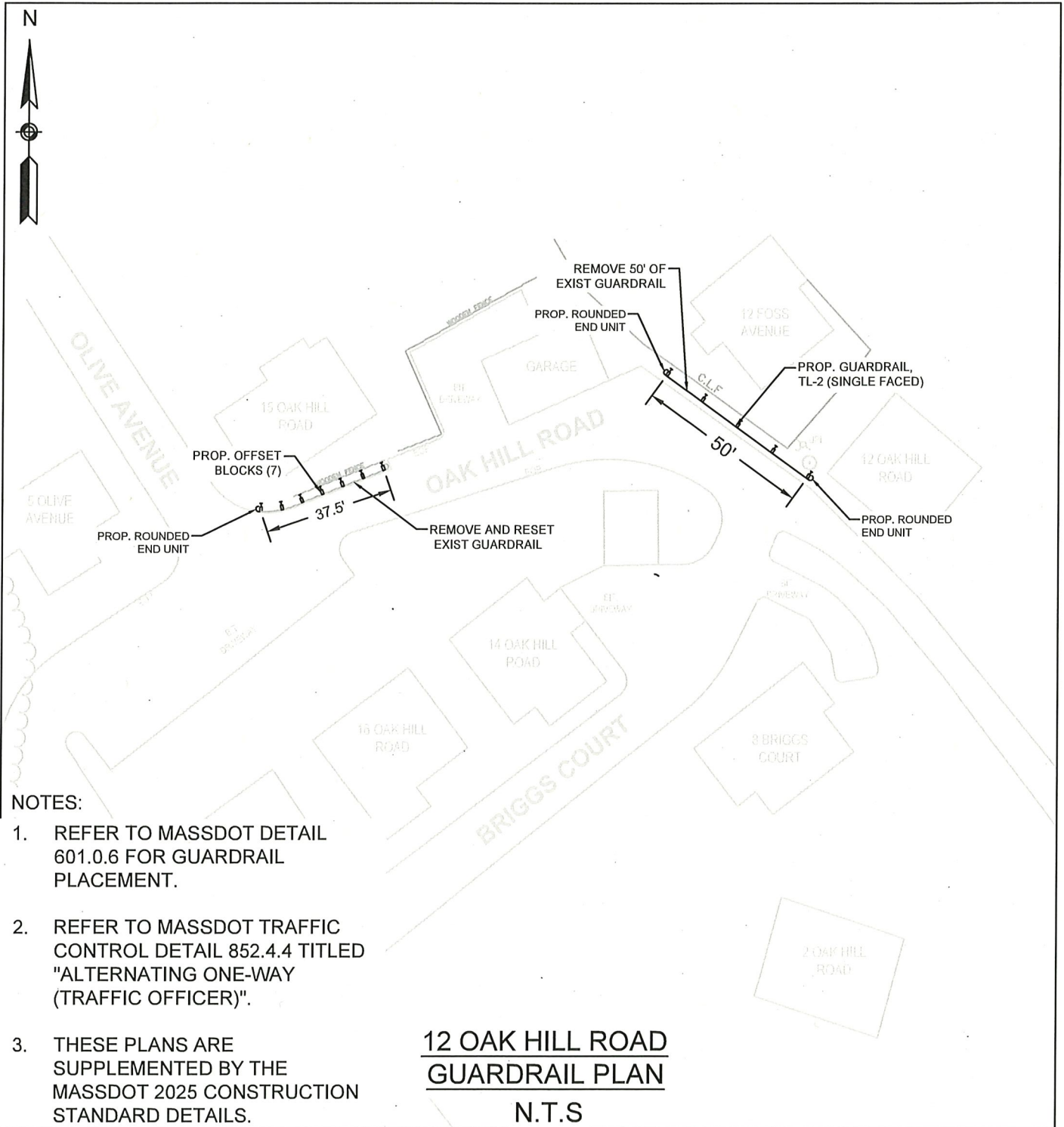
282 MERRIMACK STREET  
LAWRENCE, MA 01843  
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FAX 978.794.1793

100 FRONT STREET  
WORCESTER, MA 01608  
TEL 603.601.8154  
FAX 978.794.1793

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PORTLAND, ME 04101  
TEL 774.701.0550  
FAX 978.794.1793

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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	24 OF 25	PROJECT#:	T1905
SK TITLE:	12 OAK HILL ROAD	DATE:	6/11/2026



NOTES:

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

12 OAK HILL ROAD  
GUARDRAIL PLAN

N.T.S



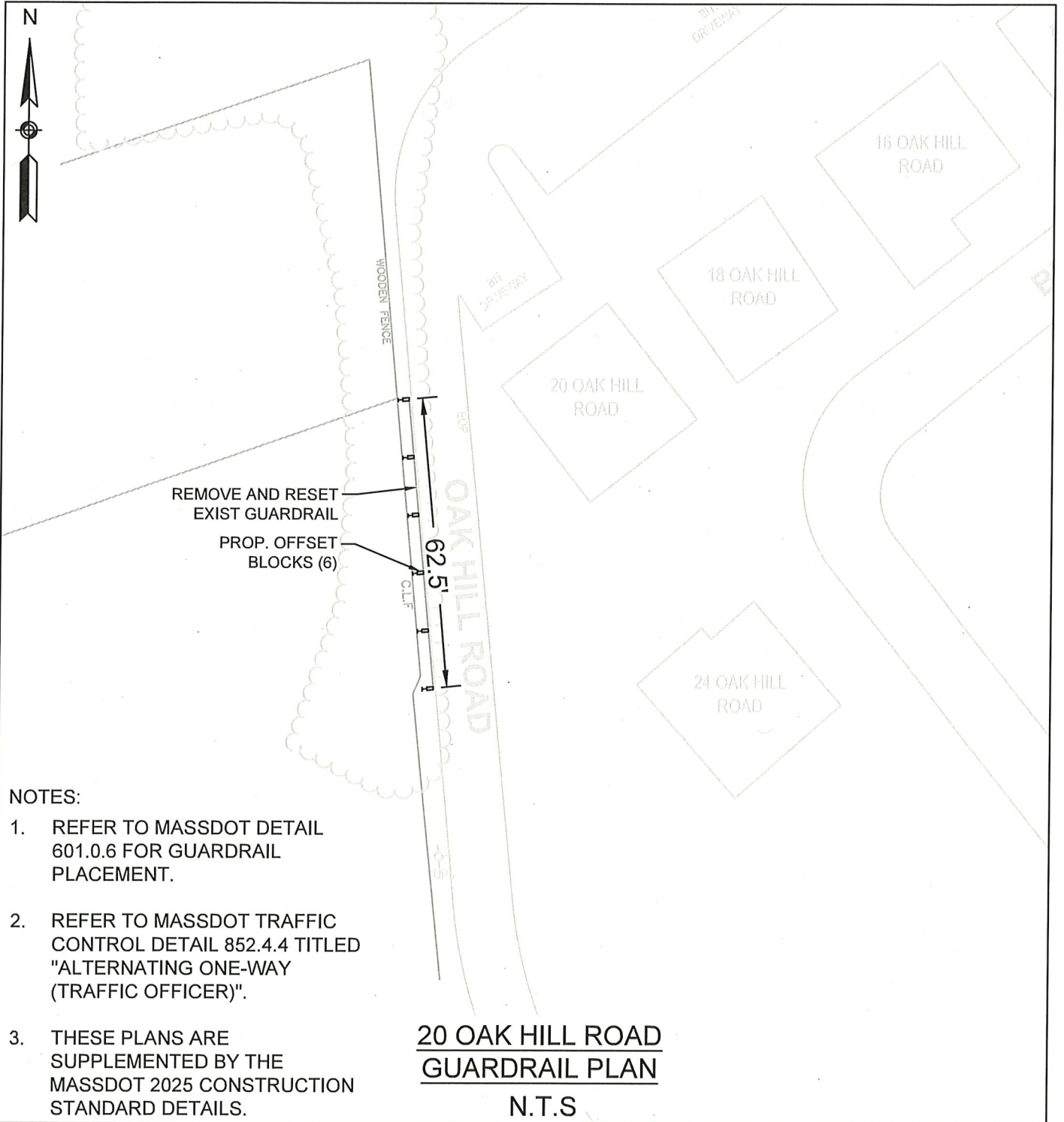
282 MERRIMACK STREET  
LAWRENCE, MA 01843  
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FAX 978.794.1793

100 FRONT STREET  
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FAX 978.794.1793

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TEL 774.701.0550  
FAX 978.794.1793

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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	25 OF 25	PROJECT#:	T1905
SK TITLE:	20 OAK HILL ROAD	DATE:	6/11/2026



NOTES:

1. REFER TO MASSDOT DETAIL 601.0.6 FOR GUARDRAIL PLACEMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.



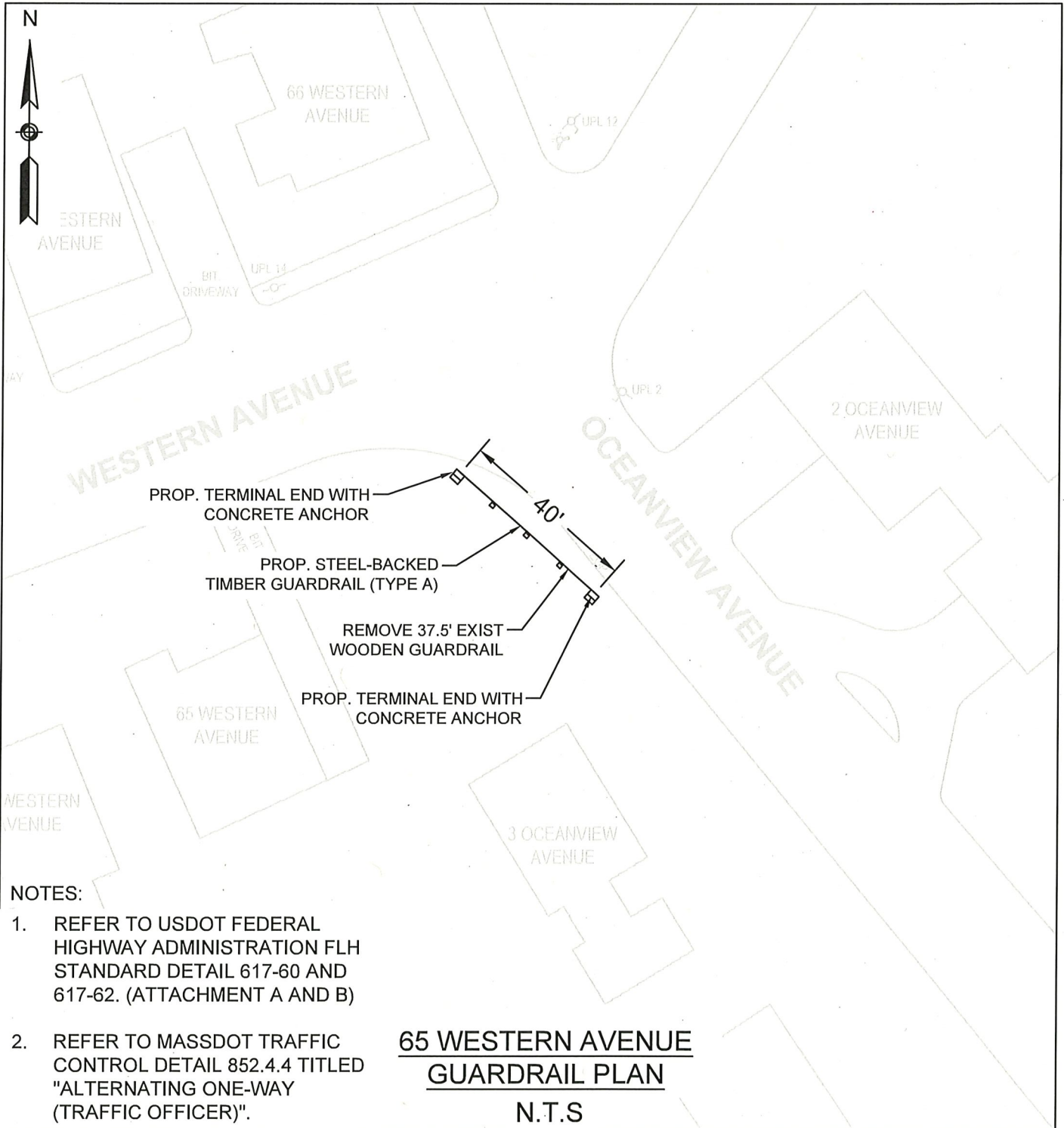
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 TEL 774.701.0550  
 FAX 978.794.1793

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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	ADDITIVE ALTERNATE #1	PROJECT#:	T1905
SK TITLE:	65 WESTERN AVENUE	DATE:	6/11/2026



**NOTES:**

1. REFER TO USDOT FEDERAL HIGHWAY ADMINISTRATION FLH STANDARD DETAIL 617-60 AND 617-62. (ATTACHMENT A AND B)
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".

**65 WESTERN AVENUE  
 GUARDRAIL PLAN  
 N.T.S**



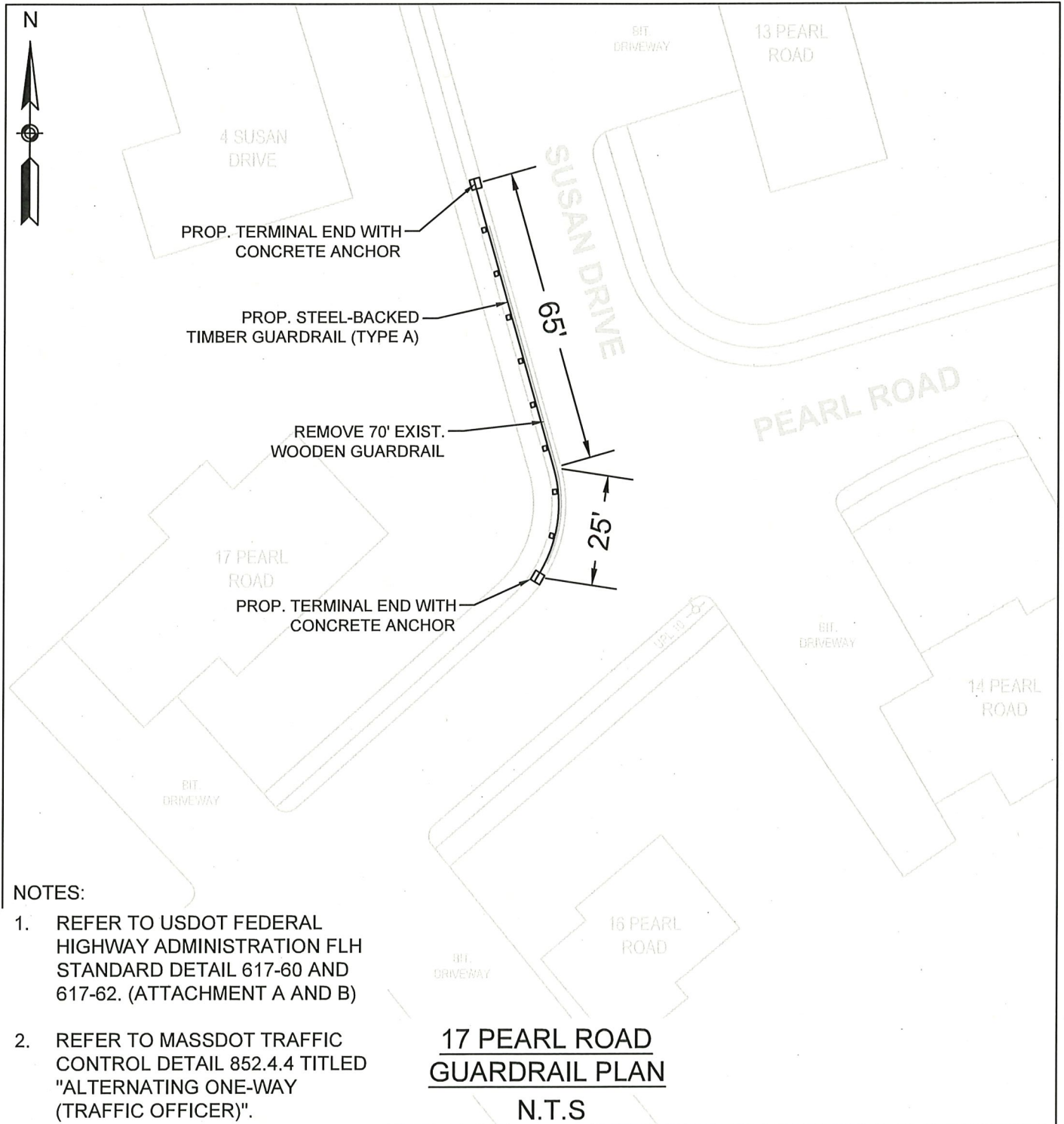
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TEL 774.701.0550  
FAX 978.794.1793

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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	ADDITIVE ALTERNATE #2	PROJECT#:	T1905
SK TITLE:	17 PEARL ROAD	DATE:	6/11/2026



NOTES:

1. REFER TO USDOT FEDERAL HIGHWAY ADMINISTRATION FLH STANDARD DETAIL 617-60 AND 617-62. (ATTACHMENT A AND B)
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".

**17 PEARL ROAD  
GUARDRAIL PLAN**  
N.T.S



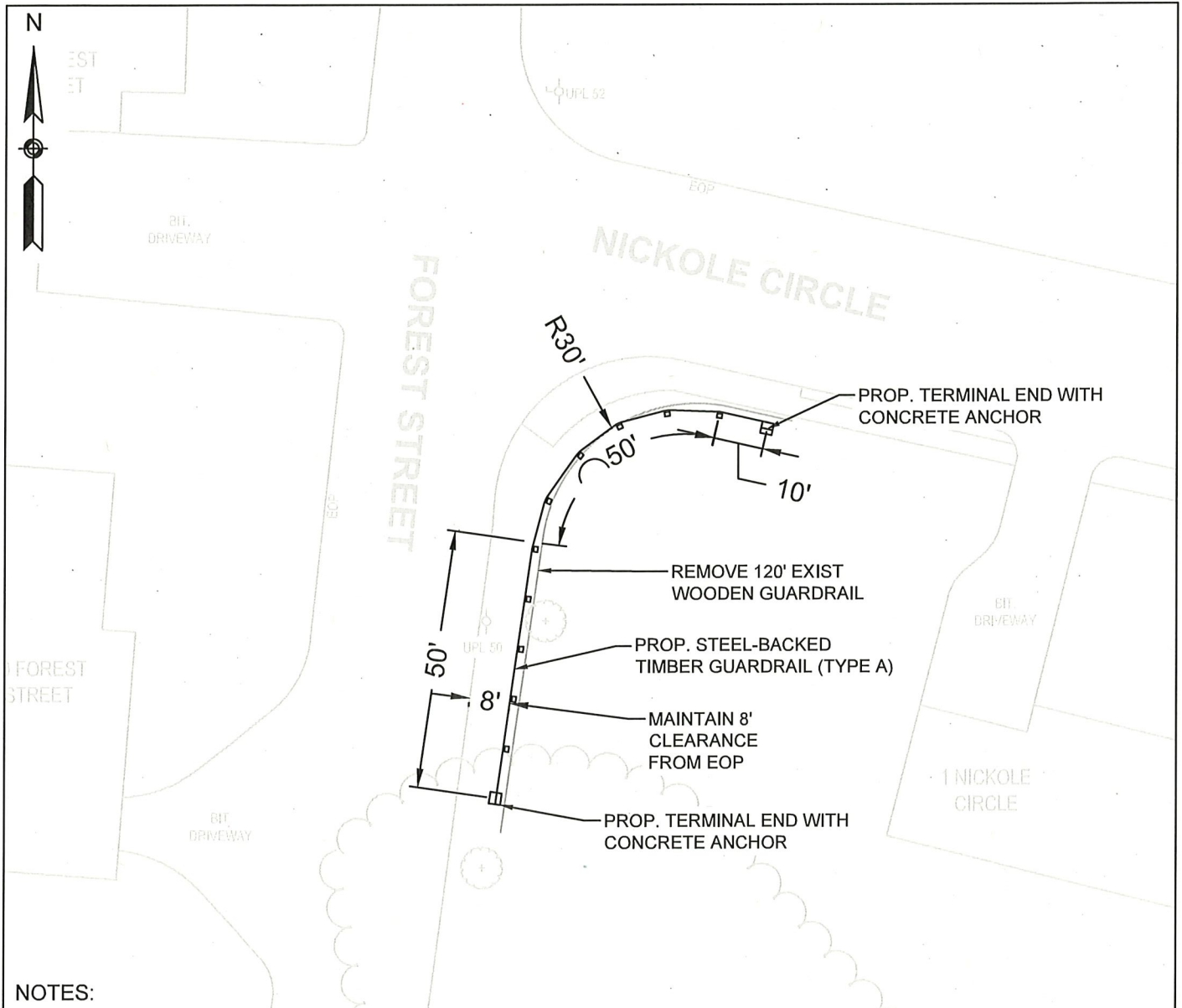
282 MERRIMACK STREET  
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	ADDITIVE ALTERNATE #3	PROJECT#:	T1905
SK TITLE:	70 FOREST STREET	DATE:	6/11/2026



NOTES:

1. REFER TO USDOT FEDERAL HIGHWAY ADMINISTRATION FLH STANDARD DETAIL 617-60 AND 617-62. (ATTACHMENT A AND B)
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".

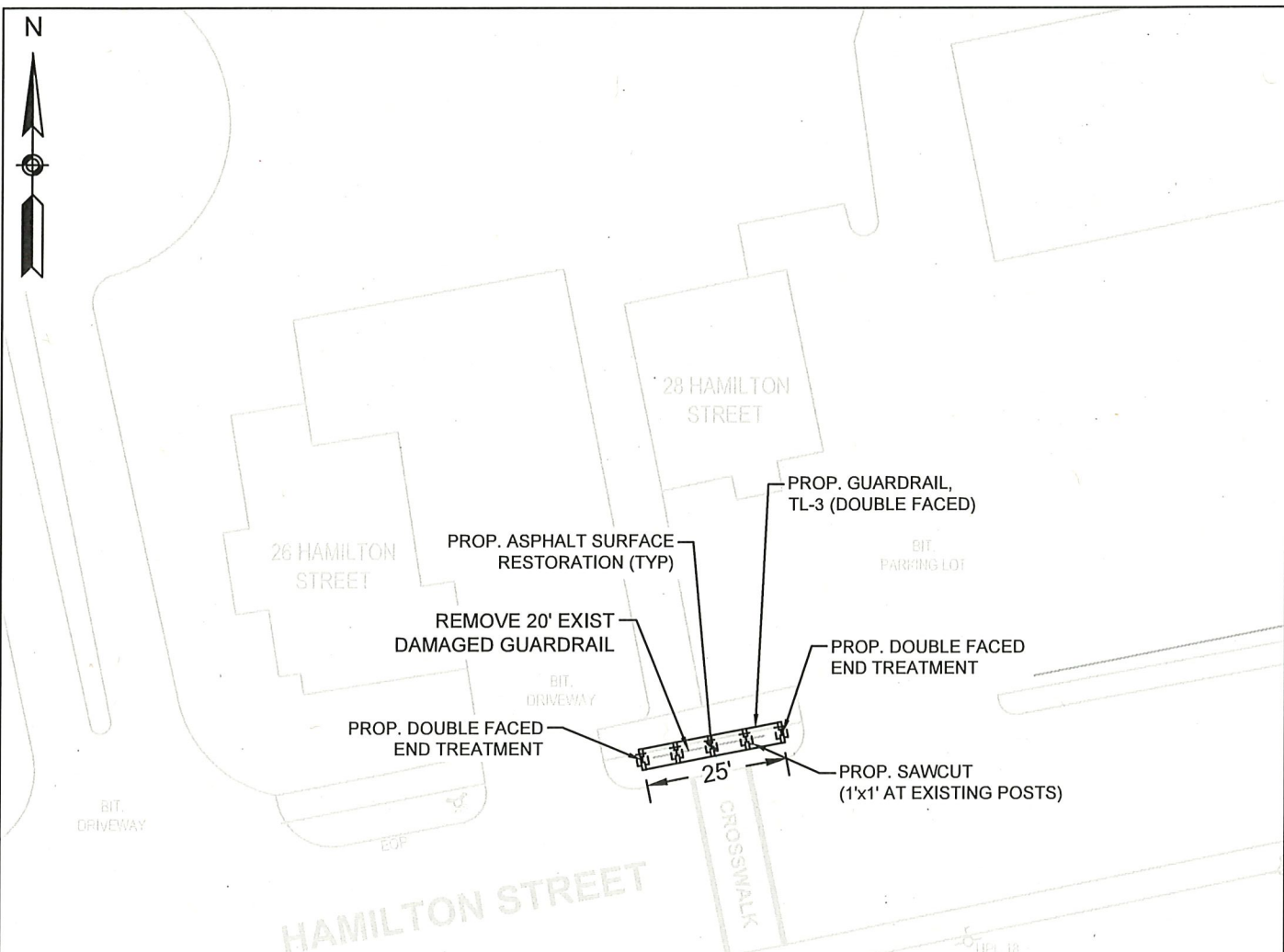
**70 FOREST STREET  
 GUARDRAIL PLAN**

N.T.S



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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	ADDITIVE ALTERNATE #4 SHEET A	PROJECT#:	T1905
SK TITLE:	28 HAMILTON STREET	DATE:	6/11/2026



**NOTES:**

1. REFER TO MASSDOT DETAIL 627.0.2 FOR GUARDRAIL PLACEMENT AND END TREATMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**28 HAMILTON STREET**  
**GUARDRAIL PLAN**  
 N.T.S



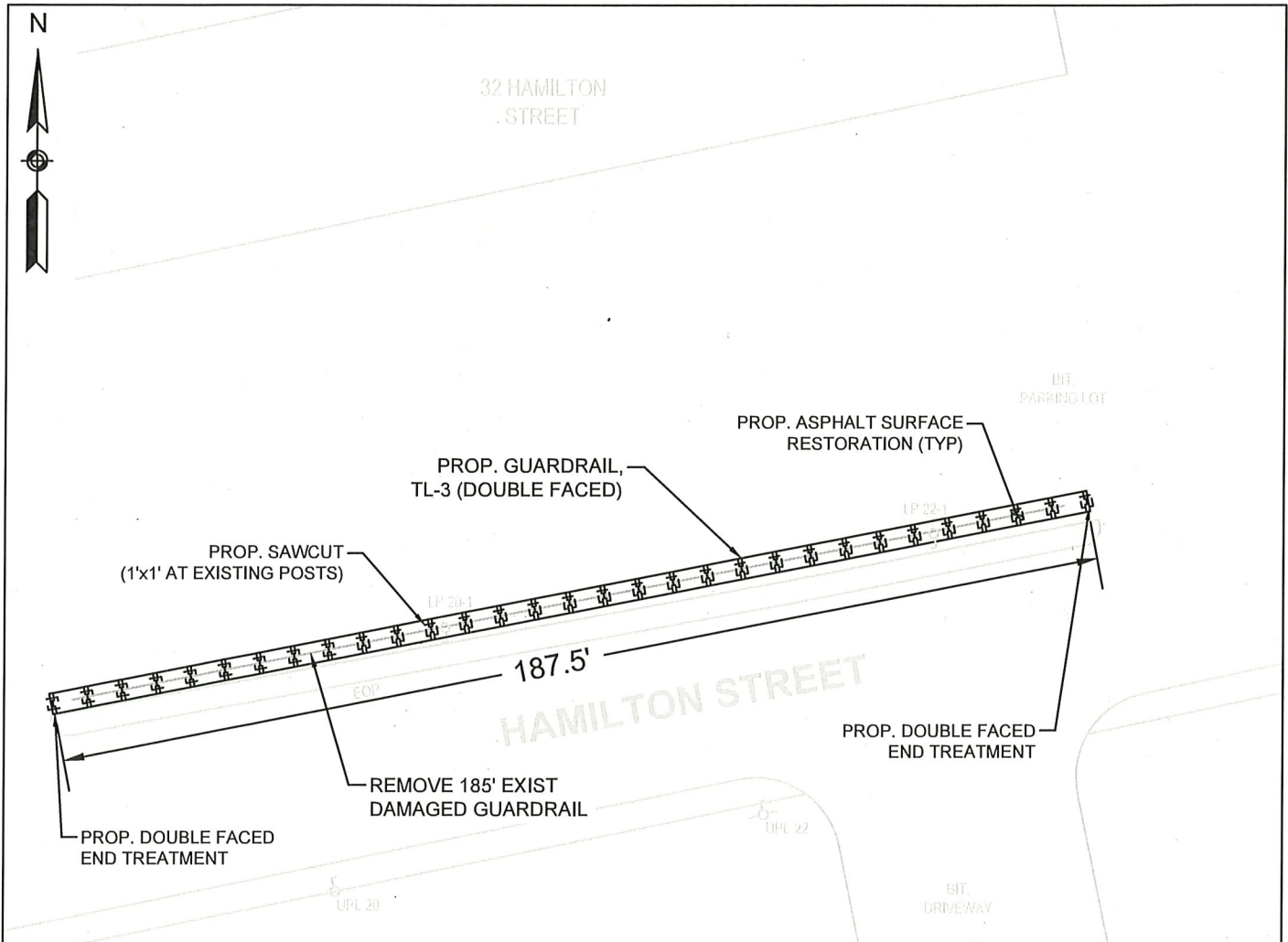
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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	ADDITIVE ALTERNATE #4 SHEET B	PROJECT#:	T1905
SK TITLE:	32 HAMILTON STREET	DATE:	6/11/2026



NOTES:

1. REFER TO MASSDOT DETAIL 627.0.2 FOR GUARDRAIL PLACEMENT AND END TREATMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDOT 2025 CONSTRUCTION STANDARD DETAILS.

**32 HAMILTON STREET**  
**GUARDRAIL PLAN**  
 N.T.S



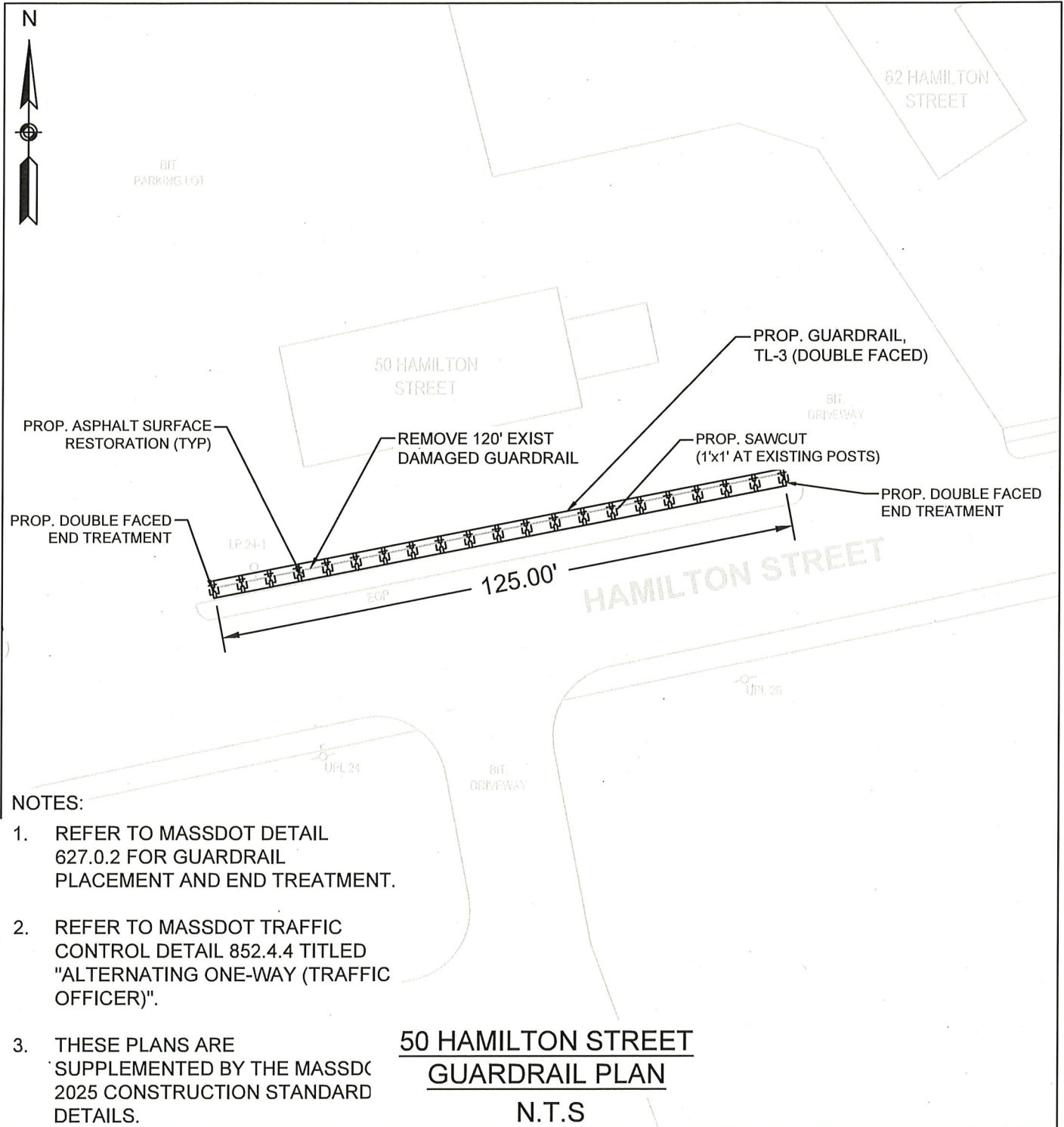
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100 FRONT STREET  
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 FAX 978.794.1793

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JOB:	SAUGUS GUARDRAIL REPLACEMENT	BID #:	DRAFT
SK#	ADDITIVE ALTERNATE #4 SHEET C	PROJECT#:	T1905
SK TITLE:	50 HAMILTON STREET	DATE:	6/11/2026



**NOTES:**

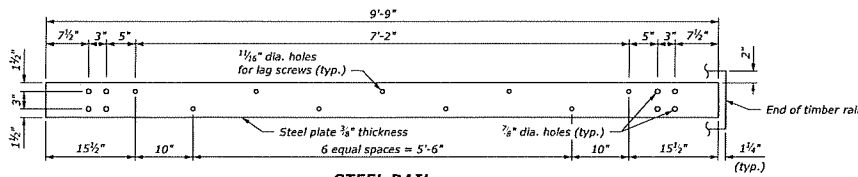
1. REFER TO MASSDOT DETAIL 627.0.2 FOR GUARDRAIL PLACEMENT AND END TREATMENT.
2. REFER TO MASSDOT TRAFFIC CONTROL DETAIL 852.4.4 TITLED "ALTERNATING ONE-WAY (TRAFFIC OFFICER)".
3. THESE PLANS ARE SUPPLEMENTED BY THE MASSDC 2025 CONSTRUCTION STANDARD DETAILS.

**50 HAMILTON STREET  
 GUARDRAIL PLAN  
 N.T.S**

**ATTACHMENT A – STEEL-BACKED TIMBER GUARDRAIL  
FLH STANDARD 617-60**

**PREPARED BY: U.S DEPARTMENT OF TRANSPORTATION  
DATED: 2/2024**

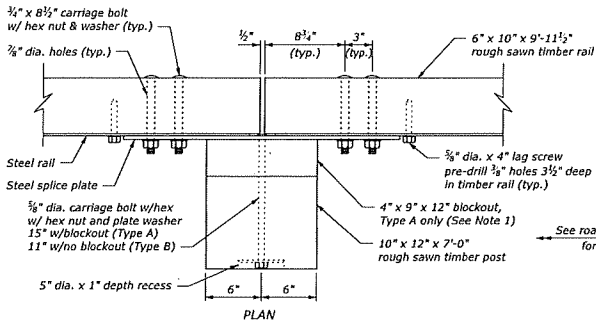
PROJECT	SHEET NUMBER



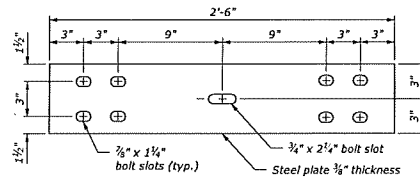
**STEEL RAIL**

**NOTE:**

1. Use the Type A, blocked-out, system or the Type B, non-blocked-out, system as specified.
2. Use weathering steel for all structural steel and fastener hardware.
3. Place a terminal (see Standards 617-61 and 617-62) on both approach and trailing ends of barrier installations.



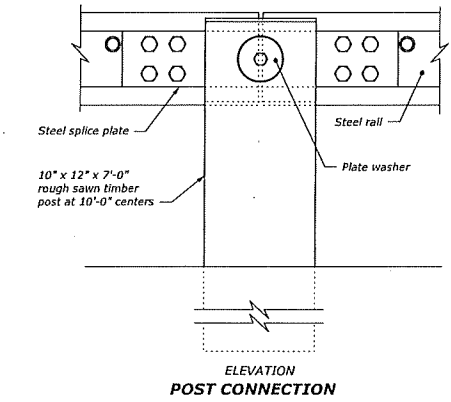
**PLAN**



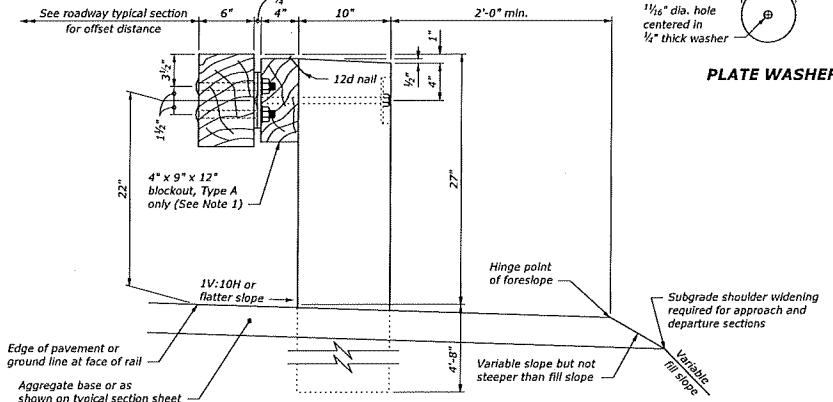
**STEEL SPLICE PLATE**



**PLATE WASHER**



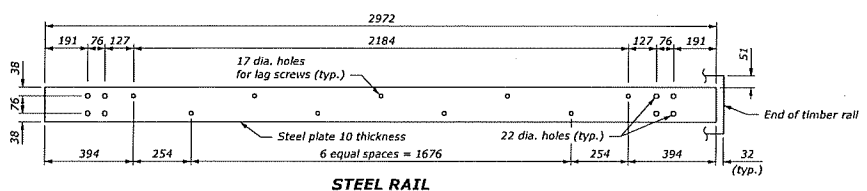
**ELEVATION POST CONNECTION**



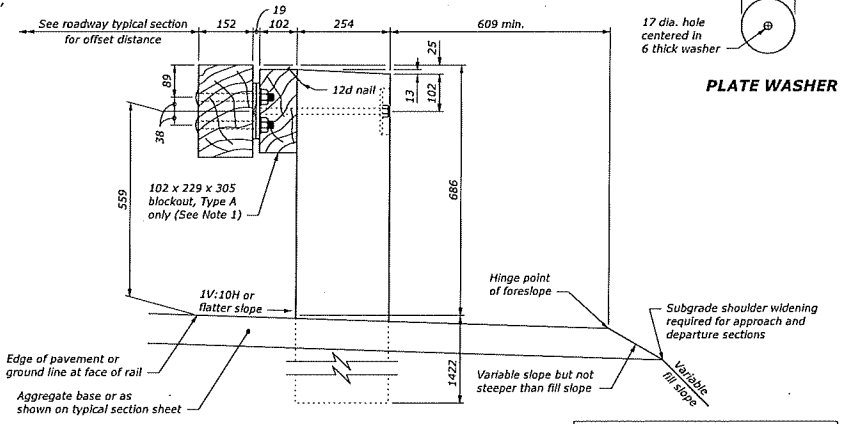
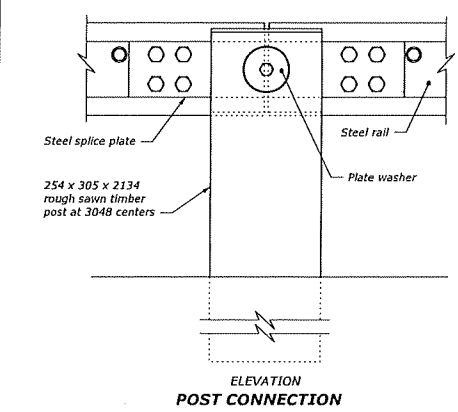
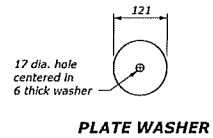
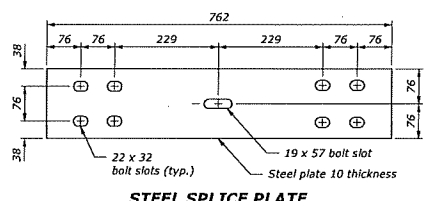
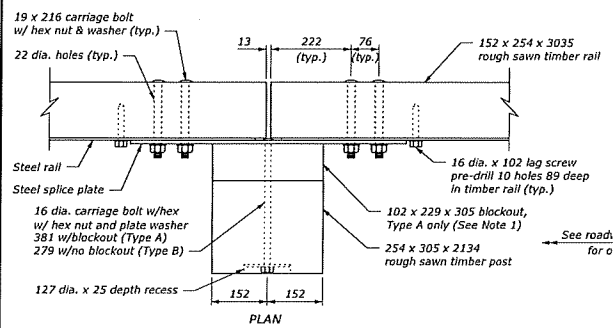
**TYPICAL GUARDRAIL CROSS SECTION**

NO SCALE

U.S. DEPARTMENT OF TRANSPORTATION, FHWA OFFICE OF FEDERAL LANDS HIGHWAY	FLH STANDARD 617-60
<b>STEEL-BACKED TIMBER GUARDRAIL TYPE A &amp; TYPE B</b>	SPECIFICATION FP-14, FP-24 APPROVED FOR USE 2/2024



- NOTE:**
1. Use the Type A, blocked-out, system or the Type B, non-blocked-out, system as specified.
  2. Use weathering steel for all structural steel and fastener hardware.
  3. Place a terminal (see Standards M617-61 and M617-62) on both approach and trailing ends of barrier installations.
  4. Provide hardware in the metric sizes shown. Equivalent US Customary sizes may be used when metric sizes are unavailable.



This drawing contains Metric units of measure. Dimensions without units are millimeters.

U.S. DEPARTMENT OF TRANSPORTATION, FHWA OFFICE OF FEDERAL LANDS HIGHWAY	FH STANDARD M617-60
<b>STEEL-BACKED TIMBER GUARDRAIL TYPE A &amp; TYPE B</b>	SPECIFICATION FP-14, FP-24 APPROVED FOR USE 2/2024

NO SCALE

FHWA-H-20-012 2/2024

**ATTACHMENT B – STEEL-BACKED TIMBER GUARDRAIL TERMINAL SYSTEM  
FLH STANDARD 617-62**

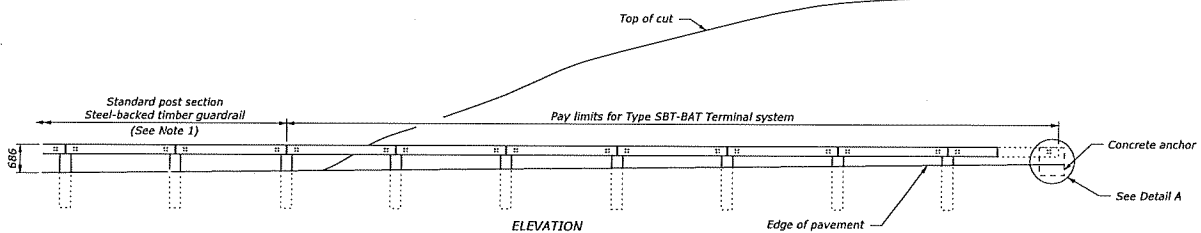
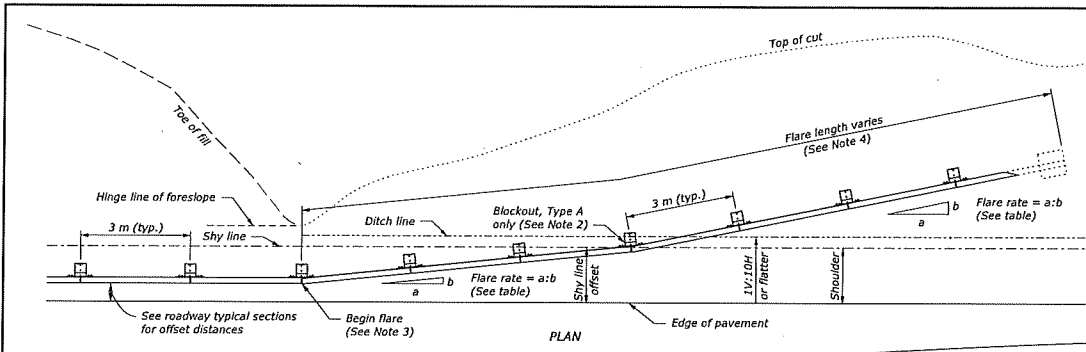
**PREPARED BY: U.S DEPARTMENT OF TRANSPORTATION  
DATED: 1/2024**



PROJECT	SHEET NUMBER
---------	--------------

**NOTE:**

1. See Standard M617-60, SBTA and SBTB for timber, structural steel, and hardware details.
2. On the Type A, blocked-out guardrail, include the blockouts in the terminal system, except on the concrete anchor. For the Type B, non-blocked-out guardrail, no blockouts are included.
3. Begin the cut flares at the nearest post to a transition point between fill and cut as directed.
4. Extend the flare into the cut until a minimum 305 mm cover is obtained over the guardrail end.
5. Provide hardware in the metric sizes shown. Equivalent US Customary sizes may be used when metric sizes are unavailable.

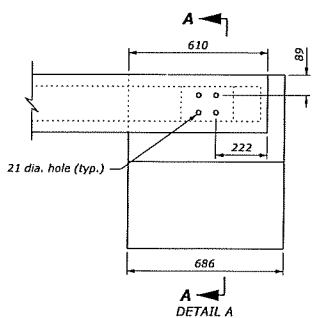


**APPROACH & DEPARTURE FLARE WITH BACK SLOPE ANCHOR TERMINAL (BAT)**

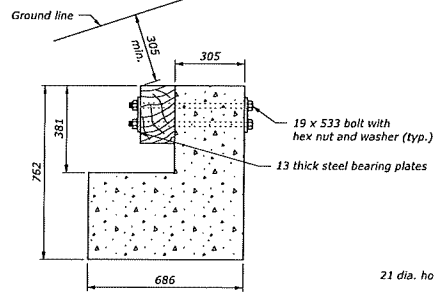
DESIGN SPEED km/h	GUARDRAIL FLARE RATE		
	SHY LINE OFFSET m	FLARE RATE INSIDE SHY LINE (a:b)	FLARE RATE OUTSIDE SHY LINE (a:b)
100	2.5	26:1	14:1
80	2.0	21:1	11:1
60	1.5	16:1	8:1
50 and less	1.2	13:1	7:1

This drawing contains Metric units of measure. Dimensions without units are millimeters.

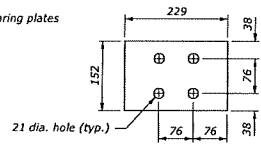
U.S. DEPARTMENT OF TRANSPORTATION, FHWA OFFICE OF FEDERAL LANDS HIGHWAY	FLH STANDARD M617-62
<b>STEEL-BACKED TIMBER GUARDRAIL TERMINAL SYSTEM</b>	SPECIFICATION EP-24
<b>TYPE SBT-BAT</b>	APPROVED FOR USE 1/2024



**CONCRETE ANCHOR**



**SECTION A-A**



**STEEL BEARING PLATE**

NO SCALE

**APPENDIX B – PREVAILING WAGE RATES**

# MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



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

**NOTE:** Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

**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.

<b>STATEMENT OF COMPLIANCE</b>	
_____, 20____	
I, _____	_____
<small>(Name of signatory party)</small>	<small>(Title)</small>
do hereby state:	
That I pay or supervise the payment of the persons employed by	
_____	_____
<small>(Contractor, subcontractor or public body)</small>	<small>(Building or project)</small>
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 _____	



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

MAURA HEALEY  
Governor  
KIM DRISCOLL  
Lt. Governor

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

LAUREN JONES  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Saugus - Department of Public Works **City/Town:** SAUGUS  
**Contract Number:** #48-26  
**Description of Work:** removal of existing damaged guardrail sections and install new replacement guardrail quantity totals approx. 1125 feet  
**Job Location:** Various locations within the Town of Saugus

**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

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

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
LABORERS - ZONE 2	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)							
ASPHALT RAKER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

BARCO-TYPE JUMPING TAMPER LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER LABORERS	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71

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

BOILER MAKER BOILERMAKERS LOCAL 29	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
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Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3	2/1/2026	\$67.95	\$12.84	\$15.57	\$8.02	\$0.00	\$104.38
BRICKLAYERS LOCAL 3 (LYNN)	8/1/2026	\$70.15	\$12.84	\$15.57	\$8.02	\$0.00	\$106.58
	2/1/2027	\$71.55	\$12.84	\$15.57	\$8.02	\$0.00	\$107.98



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER	3/1/2026	\$50.85	\$11.08	\$11.47	\$8.50	\$0.00	\$81.90
CARPENTERS	9/1/2026	\$52.10	\$11.08	\$11.47	\$8.50	\$0.00	\$83.15
CARPENTERS -ZONE 2 (Eastern Massachusetts)	3/1/2027	\$53.35	\$11.08	\$11.47	\$8.50	\$0.00	\$84.40

Apprentice: CARPENTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.88	\$11.08	\$0.00	\$1.73	\$0.00	\$35.69
2	45.00	\$22.88	\$11.08	\$0.00	\$1.73	\$0.00	\$35.69
3	55.00	\$27.97	\$11.08	\$0.00	\$3.40	\$0.00	\$42.45
4	55.00	\$27.97	\$11.08	\$0.00	\$3.40	\$0.00	\$42.45
5	70.00	\$35.60	\$11.08	\$11.41	\$5.10	\$0.00	\$63.19
6	70.00	\$35.60	\$11.08	\$11.41	\$5.10	\$0.00	\$63.19
7	80.00	\$40.68	\$11.08	\$11.44	\$6.80	\$0.00	\$70.00
8	80.00	\$40.68	\$11.08	\$11.44	\$6.80	\$0.00	\$70.00

Apprentice: CARPENTER							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.45	\$11.08	\$0.00	\$1.73	\$0.00	\$36.26
2	45.00	\$23.45	\$11.08	\$0.00	\$1.73	\$0.00	\$36.26
3	55.00	\$28.66	\$11.08	\$0.00	\$3.40	\$0.00	\$43.14
4	55.00	\$28.66	\$11.08	\$0.00	\$3.40	\$0.00	\$43.14
5	70.00	\$36.47	\$11.08	\$11.41	\$5.10	\$0.00	\$64.06
6	70.00	\$36.47	\$11.08	\$11.41	\$5.10	\$0.00	\$64.06
7	80.00	\$41.68	\$11.08	\$11.44	\$6.80	\$0.00	\$71.00
8	80.00	\$41.68	\$11.08	\$11.44	\$6.80	\$0.00	\$71.00

Apprentice to Journeyworker Ratio: 1:5

CARPENTER WOOD FRAME	10/1/2025	\$27.37	\$7.38	\$4.47	\$1.00	\$0.00	\$40.22
CARPENTERS	10/1/2026	\$28.47	\$7.38	\$4.47	\$1.00	\$0.00	\$41.32
CARPENTERS-ZONE 3 (Wood Frame)							
All Aspects of New Wood Frame Work							

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
2	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
3	65.00	\$17.79	\$7.38	\$0.00	\$1.00	\$0.00	\$26.17
4	70.00	\$19.16	\$7.38	\$0.00	\$1.00	\$0.00	\$27.54
5	75.00	\$20.53	\$7.38	\$3.80	\$1.00	\$0.00	\$32.71
6	80.00	\$21.90	\$7.38	\$3.80	\$1.00	\$0.00	\$34.08





**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 2	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 2	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BURNERS	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 2	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 2	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 2	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 2	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888 DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
ELECTRICIAN ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

Apprentice: ELECTRICIAN							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
2	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
3	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
4	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
5	50.00	\$33.43	\$13.00	\$13.63	\$4.50	\$0.00	\$64.56
6	55.00	\$36.77	\$13.00	\$13.73	\$4.95	\$0.00	\$68.45
7	60.00	\$40.12	\$13.00	\$13.83	\$5.40	\$0.00	\$72.35
8	65.00	\$43.46	\$13.00	\$13.93	\$5.85	\$0.00	\$76.24
9	70.00	\$46.80	\$13.00	\$14.03	\$6.30	\$0.00	\$80.13
10	75.00	\$50.15	\$13.00	\$14.13	\$6.75	\$0.00	\$84.03



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$54.08	\$16.38	\$11.06	\$10.07	\$0.00	\$91.59
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	5/1/2026	\$54.40	\$16.55	\$13.35	\$3.25	\$0.00	\$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$55.69	\$16.55	\$13.35	\$3.25	\$0.00	\$88.84
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$57.12	\$16.55	\$13.35	\$3.25	\$0.00	\$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	5/1/2026	\$56.02	\$16.55	\$13.35	\$3.25	\$0.00	\$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.32	\$16.55	\$13.35	\$3.25	\$0.00	\$90.47
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$58.77	\$16.55	\$13.35	\$3.25	\$0.00	\$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	5/1/2026	\$26.28	\$16.55	\$13.35	\$3.25	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.04	\$16.55	\$13.35	\$3.25	\$0.00	\$60.19
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$27.89	\$16.55	\$13.35	\$3.25	\$0.00	\$61.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
ELECTRICIANS LOCAL 103	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS LOCAL 103	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
ELECTRICIANS LOCAL 103	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
ELECTRICIANS LOCAL 103	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	6/1/2026	\$47.55	\$17.05	\$13.35	\$3.25	\$0.00	\$81.20
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$48.73	\$17.05	\$13.35	\$3.25	\$0.00	\$82.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$29.21	\$10.90	\$9.75	\$9.21	\$0.00	\$59.07
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$29.21	\$10.90	\$9.75	\$9.21	\$0.00	\$59.07
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FLOORCOVERER	3/1/2026	\$59.24	\$10.33	\$11.47	\$8.80	\$0.00	\$89.84
FLOORCOVERERS LOCAL 2168	9/1/2026	\$60.74	\$10.33	\$11.47	\$8.80	\$0.00	\$91.34
FLOORCOVERERS LOCAL 2168 ZONE I	3/1/2027	\$62.24	\$10.33	\$11.47	\$8.80	\$0.00	\$92.84





**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING - WATER) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS LABORERS - ZONE 2	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2025	\$60.34	\$14.75	\$9.52	\$10.09	\$0.00	\$94.70
	9/1/2026	\$63.76	\$14.75	\$9.52	\$10.09	\$0.00	\$98.12

Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$30.17	\$14.75	\$9.27	\$5.05	\$0.00	\$59.24
2	60.00	\$36.20	\$14.75	\$9.32	\$6.05	\$0.00	\$66.32
3	70.00	\$42.24	\$14.75	\$9.37	\$7.06	\$0.00	\$73.42





**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	6/1/2026	\$41.75	\$10.90	\$9.75	\$9.65	\$0.00	\$72.05
LABORERS	12/7/2026	\$43.19	\$10.90	\$9.75	\$9.65	\$0.00	\$73.49
LABORERS - ZONE 2	6/7/2027	\$44.64	\$10.90	\$9.75	\$9.65	\$0.00	\$74.94
	12/6/2027	\$46.09	\$10.90	\$9.75	\$9.65	\$0.00	\$76.39
	6/5/2028	\$47.59	\$10.90	\$9.75	\$9.65	\$0.00	\$77.89
	12/4/2028	\$49.09	\$10.90	\$9.75	\$9.65	\$0.00	\$79.39

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

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

LABORER: MULTI-TRADE TENDER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76

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

**Construction**

Classification Effective Date Base Wage Health Pension Annuity Supplemental Unemployment Total Rate  
 incidental to construction . For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

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

MARBLE & TILE FINISHERS	2/1/2026	\$52.08	\$12.84	\$15.57	\$5.78	\$0.00	\$86.27
BRICKLAYERS LOCAL 3	8/1/2026	\$53.84	\$12.84	\$15.57	\$5.78	\$0.00	\$88.03
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$54.96	\$12.84	\$15.57	\$5.78	\$0.00	\$89.15

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.04	\$12.84	\$15.57	\$5.78	\$0.00	\$60.23
2	60.00	\$31.25	\$12.84	\$15.57	\$5.78	\$0.00	\$65.44
3	70.00	\$36.46	\$12.84	\$15.57	\$5.78	\$0.00	\$70.65
4	80.00	\$41.66	\$12.84	\$15.57	\$5.78	\$0.00	\$75.85
5	90.00	\$46.87	\$12.84	\$15.57	\$5.78	\$0.00	\$81.06

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.92	\$12.84	\$15.57	\$5.78	\$0.00	\$61.11
2	60.00	\$32.30	\$12.84	\$15.57	\$5.78	\$0.00	\$66.49
3	70.00	\$37.69	\$12.84	\$15.57	\$5.78	\$0.00	\$71.88
4	80.00	\$43.07	\$12.84	\$15.57	\$5.78	\$0.00	\$77.26
5	90.00	\$48.46	\$12.84	\$15.57	\$5.78	\$0.00	\$82.65

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	2/1/2026	\$67.97	\$12.84	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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<b>Apprentice Notes</b>							
Step 1&2 Appr. indentured after 1/6/2020 receive no pension,							

**Apprentice to Journeyworker Ratio: 1:4**

MORTAR MIXER LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2026	\$25.07	\$17.05	\$13.35	\$3.25	\$0.00	\$58.72
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$25.74	\$17.05	\$13.35	\$3.25	\$0.00	\$59.39
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	6/1/2026	\$31.17	\$17.05	\$13.35	\$3.25	\$0.00	\$64.82
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$31.97	\$17.05	\$13.35	\$3.25	\$0.00	\$65.62
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.50	\$0.00	\$94.41
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

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

**Apprentice to Journeyworker Ratio: 1:1**

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$50.46	\$10.35	\$12.00	\$12.60	\$0.00	\$85.41
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\* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.  
PAINTERS LOCAL 35

Construction

Classification Effective Date Base Wage Health Pension Annuity Supplemental Unemployment Total Rate  
 PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.23	\$10.35	\$0.00	\$0.00	\$0.00	\$35.58
2	55.00	\$27.75	\$10.35	\$0.00	\$6.93	\$0.00	\$45.03
3	60.00	\$30.28	\$10.35	\$0.00	\$7.56	\$0.00	\$48.19
4	65.00	\$32.80	\$10.35	\$0.00	\$8.19	\$0.00	\$51.34
5	70.00	\$35.32	\$10.35	\$12.00	\$8.82	\$0.00	\$66.49
6	75.00	\$37.85	\$10.35	\$12.00	\$9.45	\$0.00	\$69.65
7	80.00	\$40.37	\$10.35	\$12.00	\$10.08	\$0.00	\$72.80
8	90.00	\$45.41	\$10.35	\$12.00	\$11.34	\$0.00	\$79.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) 1/1/2026 \$48.52 \$10.35 \$12.00 \$12.60 \$0.00 \$83.47  
 PAINTERS LOCAL 35  
 PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.26	\$10.35	\$0.00	\$0.00	\$0.00	\$34.61
2	55.00	\$26.69	\$10.35	\$0.00	\$6.93	\$0.00	\$43.97
3	60.00	\$29.11	\$10.35	\$0.00	\$7.56	\$0.00	\$47.02
4	65.00	\$31.54	\$10.35	\$0.00	\$8.19	\$0.00	\$50.08
5	70.00	\$33.96	\$10.35	\$12.00	\$8.82	\$0.00	\$65.13
6	75.00	\$36.39	\$10.35	\$12.00	\$9.45	\$0.00	\$68.19
7	80.00	\$38.82	\$10.35	\$12.00	\$10.08	\$0.00	\$71.25
8	90.00	\$43.67	\$10.35	\$12.00	\$11.34	\$0.00	\$77.36

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) \* 1/1/2026 \$49.06 \$10.35 \$12.00 \$12.60 \$0.00 \$84.01  
 \* If 30% or more of surfaces to be painted are new construction,  
 NEW paint rate shall be used.  
 PAINTERS LOCAL 35  
 PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.53	\$10.35	\$0.00	\$0.00	\$0.00	\$34.88
2	55.00	\$26.98	\$10.35	\$0.00	\$6.93	\$0.00	\$44.26







**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$42.66	\$10.90	\$9.75	\$9.21	\$0.00	\$72.52
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.90	\$9.75	\$9.21	\$0.00	\$73.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER TEAMSTERS 42 - J.G. MacLeallan (Wakefield)	5/1/2026	\$30.50	\$12.00	\$7.00	\$0.00	\$0.00	\$49.50
TEAMSTERS 42 - J.G. MacLeallan (Wakefield)							
RECLAIMERS OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) LOCAL 33	2/1/2026	\$53.53	\$14.53	\$12.67	\$9.03	\$0.00	\$89.76
ROOFERS LOCAL 33							

Apprentice: ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$14.53	\$6.52	\$9.03	\$0.00	\$56.85
2	60.00	\$32.12	\$14.53	\$12.67	\$9.03	\$0.00	\$68.35

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: ROOFER (Inc.Roofers Waterproofing &amp;Roofers Damproofg)</b>							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	65.00	\$34.79	\$14.53	\$12.67	\$9.03	\$0.00	\$71.02
4	75.00	\$40.15	\$14.53	\$12.67	\$9.03	\$0.00	\$76.38
5	85.00	\$45.50	\$14.53	\$12.67	\$9.03	\$0.00	\$81.73
<p style="text-align: center;">-----</p> <p style="text-align: center;"><b>Apprentice Notes</b></p> <p style="text-align: center;">** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1</p> <p style="text-align: center;">-----</p>							
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33 ROOFERS LOCAL 33	2/1/2026	\$53.78	\$14.53	\$12.67	\$9.03	\$0.00	\$90.01
For apprentice rates see "Apprentice- ROOFER"							
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
<b>Apprentice: SHEETMETAL WORKER</b>							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53
2	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53
3	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29
4	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29
5	52.00	\$32.72	\$14.91	\$11.66	\$1.50	\$1.74	\$62.53
6	52.00	\$32.72	\$14.91	\$11.66	\$1.75	\$1.75	\$62.79
7	60.00	\$37.76	\$14.91	\$12.84	\$2.00	\$1.93	\$69.44
8	65.00	\$40.90	\$14.91	\$13.58	\$2.25	\$2.04	\$73.68
9	75.00	\$47.20	\$14.91	\$15.06	\$2.75	\$2.28	\$82.20
10	85.00	\$53.49	\$14.91	\$16.53	\$2.75	\$2.49	\$90.17
<b>Apprentice to Journeyworker Ratio: 1:4</b>							
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550	1/1/2026	\$72.05	\$13.45	\$7.45	\$18.25	\$0.00	\$111.20





Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: TERRAZZO FINISHERS</b>							
<b>Effective Date: 8/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.55	\$12.84	\$15.57	\$8.02	\$0.00	\$70.98
2	60.00	\$41.45	\$12.84	\$15.57	\$8.02	\$0.00	\$77.88
3	70.00	\$48.36	\$12.84	\$15.57	\$8.02	\$0.00	\$84.79
4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70
5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
TEST BORING DRILLER LABORERS	6/1/2026	\$53.25	\$10.90	\$9.75	\$9.80	\$0.00	\$83.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$54.75	\$10.90	\$9.75	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER LABORERS	6/1/2026	\$49.37	\$10.90	\$9.75	\$9.80	\$0.00	\$79.82
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$50.87	\$10.90	\$9.75	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER LABORERS	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR LABORERS	6/1/2026	\$61.48	\$10.90	\$9.75	\$10.25	\$0.00	\$92.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$62.98	\$10.90	\$9.75	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	6/1/2026	\$63.48	\$10.90	\$9.75	\$10.25	\$0.00	\$94.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$64.98	\$10.90	\$9.75	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR LABORERS	6/1/2026	\$53.55	\$10.90	\$9.75	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$55.05	\$10.90	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	6/1/2026	\$55.55	\$10.90	\$9.75	\$10.25	\$0.00	\$86.45

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$57.05	\$10.90	\$9.75	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
WAGON DRILL OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	3/2/2026	\$72.64	\$15.32	\$12.61	\$8.00	\$0.00	\$108.57
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$74.79	\$15.32	\$12.61	\$8.00	\$0.00	\$110.72
PLUMBERS & GASFITTERS LOCAL 12	3/1/2027	\$76.94	\$15.32	\$12.61	\$8.00	\$0.00	\$112.87
	8/30/2027	\$79.09	\$15.32	\$12.61	\$8.00	\$0.00	\$115.02
	2/2/2028	\$81.29	\$15.32	\$12.61	\$8.00	\$0.00	\$117.22
	9/4/2028	\$83.49	\$15.32	\$12.61	\$8.00	\$0.00	\$119.42
	3/5/2029	\$85.69	\$15.32	\$12.61	\$8.00	\$0.00	\$121.62
	9/3/2029	\$87.89	\$15.32	\$12.61	\$8.00	\$0.00	\$123.82
	3/4/2030	\$89.84	\$15.32	\$12.61	\$8.00	\$0.00	\$125.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

**Additional Apprentice Information**

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.