

NAME OF COMPANY: _____

**CITY OF PITTSFIELD
MASSACHUSETTS
PURCHASING DEPARTMENT**

IFB#24-041

Invitation for Bids for: Pecks Road Bridge Replacement

Submission Deadline: April 25, 2024 @ 2:00 PM

Peter M. Marchetti, Mayor

Colleen Hunter-Mullett, Purchasing Agent

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I. General Information and Bid Submission Requirements

This invitation to bid is issued in accordance with the provisions of M.G.L. Chapter 30 §39M

1. Bid Submission

- A. All bids must be received in the City of Pittsfield Purchasing Department, 70 Allen Street, Pittsfield, MA 01201 on or before 2:00 P.M. April 25, 2024. The clock in the Purchasing Office shall be the sole determining factor of time.
- B. If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.
- C. Each bidder must submit one (1) copy of their bid.
- D. Each bid MUST be clearly marked on the outside of the envelope "Sealed bid enclosed, IFB #24-041 Pecks Road Bridge Replacement".
- E. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

2. Required Submittals

All bids shall include:

PLEASE USE THIS LIST AS A CHECKLIST BEFORE SUBMITTING YOUR BID

- ___ A completed bid-pricing sheet.
- ___ A completed and signed bid signatures page.
- ___ A completed and signed non-collusion affidavit.
- ___ A completed and signed affidavit of compliance.
- ___ A completed and signed attestation of taxes.
- ___ A completed reference sheet.
- ___ Any bid deposits required by this invitation for bids.

3. Questions Concerning Invitation for Bids

Questions concerning this IFB should be directed to the City of Pittsfield Purchasing Agent up to five (5) business days before the time and date of the bid opening.

4. Addenda

If any changes are made to this IFB, an addendum will be sent via certified mail, facsimile, or e-mail to all bidders on record as having picked up the IFB. All addenda must be acknowledged on the bid forms. Failure to do so will result in automatic rejection of bid.

5. Modifications by Bidder

- A. A bidder may correct, modify, or withdraw a bid by written notice received by the City prior to the time and date set for the bid opening. Bid modifications must be submitted

in a sealed envelope clearly labeled "Modification No. ____." Each modification must be numbered in sequence, and must reference the original IFB.

- B. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

6. Pre-Bid Conference

There will be no pre-bid conference for this bid

7. Cancellation of Invitation for Bids

The City of Pittsfield may cancel this IFB, or reject in whole or in parts any and all bids, if the City of Pittsfield determines that cancellation or rejection serves the best interests of the City.

8. Bid Deposit and Bonding Requirements

- A. A bid deposit equaling five (5) percent of the total bid price must accompany each submitted bid. This deposit can be in the form of a certified check or bid bond issued by a company qualified to bond under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority. Each bid bond (other than checks) must be accompanied by a Power of Attorney Letter. Letters of Credit are NOT acceptable to the City.
- B. All bid deposits, except those of the three lowest responsive and responsible general bidders shall be returned within five business days after the opening of general bids. The award of the contract shall be made within thirty (30) days after the opening of general bids and the bid deposits of the three lowest, responsive and responsible bidders shall be returned upon execution and delivery of the contract. If no award is made, then at the expiration of the thirty (30) days, except that, if any general bidder fails to perform his agreement to execute a contract, his bid deposit shall become the property of the City of Pittsfield as liquidated damages, provided that, in case of death, disability, or other unforeseen circumstances affecting the general bidder, his deposit may be returned to him and an award made to the next lowest, responsive and responsible bidder.
- C. The successful bidder will have five (5) days after notice of award to provide to the City performance and payment bonds each equaling 50% of the contract lump sum price. Each bond must be from a surety company authorized to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority. The only other bonds acceptable to the City of Pittsfield are certified bank checks or treasurer's checks.
- D. No bonds will be released by the City of Pittsfield without a fully executed Release of Lien form by the Contractor to the City.

9. Bid Pricing

All bid prices submitted in response to the IFB must remain firm for thirty (30) days following the bid opening. In the event of a tie bid, the award will be made with a coin toss.

10. Signatures for Bid

Bids must be signed as follows:

- A. If the bidder is an individual, by her/him personally;
- B. If the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner;
- C. If the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

11. Reference to Commercial Types

Any and all references to commercial types, styles, or trade names and catalogues are intended to be descriptive only and not restrictive. The intention is to indicate to the bidders the kind and quality of the articles which will be necessary.

12. Delivery of Goods/Services

No items are to be shipped or delivered until receipt of an official purchase order from the City of Pittsfield.

13. Invoicing

- A. No charges for Federal, State, or Municipal sales or excise taxes will be allowed. The City of Pittsfield is exempt from these taxes. The prices bid shall be net and not include the amount of any such tax. The City of Pittsfield has been issued a Certificate of Exemption #E046-001-408 which will apply to all sales.
- B. Invoices shall be submitted in triplicate to the Building Maintenance Department unless otherwise specified. Payments of such bills shall not preclude the City from making claims for adjustment on any item found not to have been in accordance with the general conditions or specifications. If cash discounts are included in the bid price, such discounts must be permissible for 10 days from and including the postmark date of payment.

14. Massachusetts Prevailing Wage Requirements

The prevailing wage requirements of Massachusetts General Laws, Chapter 149, are applicable to this invitation for bids. Wage rates, as determined by the Massachusetts Division of Occupational Safety, are attached. Certified payrolls must be submitted with each invoice.

15. OSHA 10 Hour Certification

All employees that will be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee

begins work and shall furnish documentation of successful completion (certificate) of said course with the first certified payroll report for each employee.

16. Recovery Act

Section 1605 of the Recovery Act requires that all iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with funds under the Recovery Act must be produced in the United States.

II. Purchase Description/Scope of Services

The City of Pittsfield is seeking competitive bids from qualified Contractors for the replacement of the Pecks Road bridge.

Work shall begin on or before May 20, 2024 and be fully completed on or before June 30, 2025.

Technical specifications are attached hereto as "Attachment A".

III. References

Bidders must submit, using the reference sheet supplied with this bid package, a complete list of all jobs performed in the past three (3) years that are similar in size and scope to this project, with contact names and telephone numbers.

IV. Rule for Award

1. The contract will be awarded to the responsive and responsible bidder offering the lowest total price for all required work as set forth in the scope of service/specifications of this Invitation for Bids.
2. The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment to the City, the apparent highest responsive and responsible bidder).

V. Insurance Requirements

1. Contractor's Public Liability and Property Damage Insurance.

Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Contractor's operation under this agreement, whether such operations be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Premises/ Operations, Elevators and Hoists, Independent Contractors, Contractual Liability Assumed Under this Contract, Products/completed operations, Broad Form Property Coverage, and Personal Injury.

2. Workmen's Compensation Insurance.

Workmen's Compensation Insurance must be provided at the Contractor's expense in accordance with the provisions of M.G.L. Chapter 149, § 34A. The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152, § 25C, as amended, 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 this Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the City's Purchasing Agent when requested and by submitting two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Purchasing Agent at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

3. Vehicle Liability Insurance.

The Contractor shall take out and maintain at his own expense during the life of this Contract vehicle liability insurance. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, Non-Owned Vehicles

4. Certificates of Insurance.

The Contractor shall deposit with the City Certificates of Insurance for the coverage required by this Article XI, in form and substance satisfactory to the City, and shall deliver to the City new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the City prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the Contractor with the insurance requirement, however, shall not relieve the Contractor from liability under the indemnity provisions.

5. Indemnification

The vendor agrees to indemnify the City of Pittsfield, its successors, agents, servants, employees, or assigns against any and all claims for loss, liability, or damage arising out of or in connection with the work done or to be performed and in connection with or arising out of the acts or negligent omissions of the Vendor's employees, whether negligent or intentional, foreseeable or unforeseeable, within or without the scope of his employment, while said employees are upon, entering, or leaving the premises upon which this agreement is being performed.

VI. The Successful Bidder Guarantees:

1. His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

2. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workpeople are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
3. That all deliveries of materials shall be equal to any accepted bid sample.
4. Any merchandise provided under the contract that is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (**one year from the date of acceptance by the City**). The Successful Bidder shall make any replacement immediately upon receiving notice from the Department Head from the City or the Purchasing Agent.

VII. Equal Opportunity Compliance

The Vendor shall carry out the obligations of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c. 151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

VIII. Additional Terms and Conditions

1. If the Successful Bidder fails to deliver, within the time specified, or fails to make replacement of rejected articles when so requested, immediately or as requested by the City of Pittsfield, the city may purchase from other sources to take the place of the items rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the Successful Bidder hereby agrees to reimburse the City of Pittsfield promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Bidder shall have no claim to the difference. Such purchases shall be deducted from the contract quantity.
2. A contract may be canceled at the Successful Bidder's expense upon non-performance of the contract.

IX. Specimen Contract

A specimen contract is included in this bid package; this contract is included as a fair representation of the contract under which the Successful Bidder will work. Please notice that the Contract Agreement incorporates by reference all the terms, specifications, and conditions of the bid.

FORM FOR BID

Having fully examined, read, and in understanding of the specifications for this job and being familiar with all of the conditions surrounding the proposed work, including any addenda for which receipt of is acknowledged below, the undersigned proposes to complete all work as specified in this invitation to bid for the price stated below:

Total Bid (from Page 12): \$ _____

Price Written in Words _____

Company Information:

Name _____

Address _____

Telephone _____

Fax _____

This bid includes addenda numbered: _____

UNIT PRICING SHEET

Item No.	Qty	Description	Unit Cost	UOM	Total
101	0.1	Clearing and Grubbing	\$	A	\$
115.1*	1	Demolition of Bridge Superstructure - No. P-140-48	\$	LS	\$
120	135	Earth Excavation	\$	CY	\$
140.01*	543.4	Bridge Excavation	\$	CY	\$
141.1	14	Test Pit for Exploration	\$	CY	\$
143	792	Channel Excavation	\$	CY	\$
144	60	Class B Rock Excavation	\$	CY	\$
146	1	Drainage Structure Removed	\$	EA	\$
151	140	Gravel Borrow	\$	CY	\$
151.2	213	Gravel Borrow for Backfilling Structure and Pipes	\$	CY	\$
159	12	Crushed Stone	\$	TON	\$
170.1*	500	Fine Grading and Compacting Subgrade Area	\$	SY	\$
201	2	Catch Basin	\$	EA	\$
202	2	Manhole	\$	EA	\$
220	1	Drainage Structure Adjusted	\$	EA	\$
220.7	1	Sanitary Structure Adjusted	\$	EA	\$
222.31*	2	Frame and Granite Municipal Standard	\$	EA	\$
222.32*	2	Frame and Cover Municipal Standard (DMH)	\$	EA	\$
227.4	1	Masonry Plug	\$	SF	\$
241.12	60	12" Reinforced Concrete Pipe Class III	\$	FT	\$
402	50	Dense Graded Crushed Stone for Sub-Base	\$	CY	\$
415.1	425	Pavement Standard Milling	\$	SY	\$
450.23	80	Superpave Surface Coat 12.5 (SSC-12.5)	\$	TON	\$
450.32	45	Superpave Intermediate Course 19.0 (SIC-19.0)	\$	TON	\$
452	30	Asphalt Emulsion for Tack Coat	\$	GAL	\$
453	140	HMA Joint Adhesive	\$	FT	\$

Item No.	Qty	Description	Unit Cost	UOM	Total
482.3	140	Sawcutting Asphalt Pavement	\$	FT	\$
482.4	10	Sawcutting Portland Cement Concrete	\$	FT	\$
506	280	Granite Curb Type VB – Straight	\$	FT	\$
514	2	Granite Curb Inlet – Straight	\$	EA	\$
570.2	20	Hot Mix Asphalt Curb Type 2	\$	FT	\$
594.1*	150	Asphalt Curbing Removed	\$	FT	\$
627.2*	3	W-Beam End Section (Rounded)	\$	EA	\$
627.82*	1	Guardrail Tangent End Treatment TL-2	\$	EA	\$
628.24	4	Transition to Bridge Rail	\$	EA	\$
628.304	2	Temporary Impact Attenuator Non-Redirective TL-2	\$	EA	\$
628.4	2	Temporary Impact Attenuator Removed and Reset	\$	EA	\$
697	122	Sedimentation Fence	\$	FT	\$
697.1*	5	Silt Sack	\$	EA	\$
701*	70	Cement Concrete Sidewalk	\$	SY	\$
748	1	Mobilization	\$	LS	\$
751	40	Loam for Roadsides	\$	CY	\$
765	50	Seeding	\$	SY	\$
767.121*	285	Sediment Control Barrier	\$	FT	\$
816.81*	1	Temporary Traffic Control Signal	\$	LS	\$
833.7	4	Deliniation for Guardrail Terminal	\$	EA	\$
851.1	130	Traffic Cones for Traffic Management	\$	DAY	\$
852	220	Safety Signing for Traffic Management	\$	SF	\$
852.11*	150	Temporary Pedestrian Barricade	\$	FT	\$
852.12*	2	Temporary Pedestrian Curb Ramp	\$	EA	\$
853.1	2	Portable Breakaway Barricade Type III	\$	EA	\$
853.21	180	Temporary Barrier Removed and Reset	\$	FT	\$
853.23	180	Temporary Barrier (TL-3)	\$	FT	\$

Item No.	Qty	Description	Unit Cost	UOM	Total
854.016	803	Temporary Pavement Markings 6" (Painted)	\$	FT	\$
854.1	803	Pavement Marking Removal	\$	FT	\$
856.12	130	Portable Changeable Message Sign	\$	DAY	\$
859	2520	Reflectorized Drum	\$	DAY	\$
866.106	200	6" Reflectorized White Line (Thermoplastic)	\$	FT	\$
866.112	360	12" Reflectorized White Line (Thermoplastic)	\$	FT	\$
867.106	280	6" Reflectorized Yellow Line (Thermoplastic)	\$	FT	\$
874.4*	4	Traffic Sign Removed and Stacked	\$	EA	\$
983.1	243	Riprap	\$	TON	\$
991.1*	1	Control of Water – Bridge NO. P-10-048	\$	LS	\$
995.01*	1	Bridge Structure Bridge NO. P-10-048	\$	LS	\$
Total Bid \$					

BID SIGNATURE PAGE

Signature for Individual

Name of Company

Telephone Number

Name and Title of Individual Authorized
to Sign

Fax Number

Signature

E-Mail Address

Date

Signature for Partnerships (must be signed by ALL general partners)

Name of Partnership

Date

Name and Title of Partner

Signature

Name and Title of Partner

Signature

E-mail Address

Fax Number of Company Offices

Telephone Number of Company Offices

Use additional sheet if necessary

BID SIGNATURE PAGE CONTINUED

Signatures for Corporation

Name of Corporation

Date

Name and Title of Duly Authorized
Company Officer

Signature

Corporate Seal (affix below)

Telephone Number

Fax Number

E-mail Address

Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? _____

President: _____

Treasurer: _____

Secretary: _____

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03? _____

If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the City of Pittsfield before award.

NON-COLLUSION AFFIDAVIT

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.

Signature of individual submitting bid or proposal

Name of Company

Date

AFFIDAVIT OF COMPLIANCE

- _____ Massachusetts Corporation
- _____ Foreign Corporation
- _____ Non-Profit Corporation
- _____ Partnership
- _____ Sole Proprietorship *

Name of Corporation _____

Address _____

As President, or authorized company officer, of the above named corporation, I do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4

Signed under the penalties of perjury this _____ day of _____,

Signature and Title of Authorized Company Officer

Corporate Seal (affix below):

*If a sole proprietorship, you must indicate your status as a sole proprietorship; the person signing this bid shall be deemed to be the sole proprietor and legal entity for the purposed of this bid and contract.

ATTESTATION OF TAXES

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

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

Signature and Title of Authorized Company Officer

Date

Corporate Seal (affix below):

REFERENCE SHEET

Bidders must submit, on this form or additional sheets if necessary, a list of references as described in section III of these bid documents.

Project	Location	Contact Person	Telephone Number

LEGAL NOTICE PUBLISHED FOR THIS IFB

**CITY OF PITTSFIELD
PURCHASING DEPARTMENT
INVITATION FOR BID**

The City of Pittsfield, Massachusetts, acting through its Mayor and its Purchasing Agent, will receive sealed bids for:

**IFB #24-041 Pecks Road Bridge Replacement
Estimated Cost: \$1,200,000.00**

Bidding procedures will be in accordance with the latest edition of M.G.L. Chapter 30 §39M. Said bids will be addressed to the Purchasing Agent, Room 102, City Hall, 70 Allen Street, Pittsfield, MA 01201. These bids will be received until 2:00 P.M. April 25, 2024 at which time all bids will be publicly opened and read aloud. Any bids received after the specified time will not be accepted. All bids will be submitted in a sealed envelope clearly marked "**SEALED BID ENCLOSED IFB#24-041 Pecks Road Bridge Replacement**". All general Bidders may obtain complete sets of plans and specifications at the Purchasing Office after 9:00 AM on March 27, 2024.

The City of Pittsfield Purchasing Agent reserves the right to accept or reject any or all bids or to waive any informality in the bidding. Bids shall be valid for 30 business days after the bid receipt date. Also reserved is the right to reject, for cause, any bid in part or whole, if it is judged by the Purchasing Agent that the best interests of the City will be served thereby. Wages are subject to the prevailing wage requirement of M.G.L. Chapter 149, §§26-27F, inclusive. Attention is called to the "Equal Opportunity Clause" and the standard Federal Equal Employment Opportunity Construction contract specifications. All Bidders will receive consideration without regard to race, color, religion, age, sex, marital status, sexual orientation, gender identity, national origin, disability, or veteran status.

Colleen Hunter-Mullett, MCPPO
Purchasing Agent

NOTICE TO THE NEWSPAPER:

INSERT ABOVE AD UNDER THE HEADING:
-LEGAL NOTICE-

FOR DATE:
INVOICE AGAINST PO#:
BERKSHIRE EAGLE ACCOUNT NUMBER:

CENTRAL REGISTER - GENERAL CONTRACT

CR2 *Public contracts that are construction related and estimated to exceed \$10,000.
Published two weeks prior to general bid opening.*

AWARDING AUTHORITY AND PROJECT INFORMATION

AGENCY: City of Pittsfield
City Hall, 70 Allen Street
Pittsfield, MA 01201

PROJECT NUMBER: 24-041

Estimated Cost: \$1,200,000.00
CONTRACTOR QUALIFICATION:
(required for contracts over \$25,000)

PROJECT: Pecks Road Bridge Replacement

CONTACT INFORMATION:

PLANS/SPECIFICATIONS AVAILABLE
3/27/2024 after 9:00 AM

Contact Person:

Colleen Hunter-Mullett, MCPPO
Chief Procurement Officer

Purchasing Office
City Hall
70 Allen Street
Pittsfield, MA 01201

Phone: 413 499 9470
Fax: 413 448 9818

CONTRACT INFORMATION:

SUB BID DEADLINE:
(date and time)

GENERAL BID DEADLINE:
April 25, 2024 @ 2:00 PM

SUB-BID CATEGORIES:

ADDITIONAL INFORMATION:
\$25.00 mailing fee for project disk

SPECIMEN CONTRACT



CITY OF PITTSFIELD

CONTRACT

- CONSTRUCTION OF PUBLIC WORKS PROJECTS OVER \$10,000
- CONSTRUCTION OF PUBLIC BUILDINGS BETWEEN \$25,000 AND \$100,000
- PURCHASE OF CONSTRUCTION MATERIALS OVER \$25,000

for

Contract No. _____

This contract is entered into on, or as of this date by and between the City of Pittsfield, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts (hereinafter, the "City"), acting by and through its Purchasing Agent, Purchasing Department, and its _____ Department, and:

"Contractor"

Address of Contractor

WITNESSETH

WHEREAS, the City desires to: _____

_____ ; and

WHEREAS, pursuant to M.G.L. c. 30, §39M, contracts for public works construction or for the purchase of any material, expected to cost more than \$10,000, and every contract for the construction of a public building estimated to cost more than \$10,000, but less than \$25,000, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids; and

WHEREAS, the City’s Purchasing Department has requested and received proposals for bids and selected the lowest responsible and eligible bidder; and

WHEREAS, the Contractor was found to be the lowest responsive and responsible bidder;

NOW THEREFORE, in consideration in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I - THE CONTRACT DOCUMENTS AND BID PROCEDURES

All documents relative to the contract including (where used) Instructions to Bidders, Proposal Form and Contractor’s Proposal, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in the Project Manual, Draws, other Bid Documentation composed and publicly advertised under the above-referenced bid number, all addenda issued during the bidding period, and all applicable Supplements. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the contract.

This contract is executed after invitations for bids have been asked for by publication in the:

Berkshire Eagle, on _____, and
Central Register on _____.

ARTICLE II - THE WORK OF THIS CONTRACT

Pursuant to G.L. c. 30, §39M, the Contractor shall execute the entire Work described in the Contract Documents (hereinafter, the “Work”), including the “Scope of Work” as set forth in the Bid Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, and any intentional and significant changes to the Work may not be made without the written authorization of the City, or its designer, if said designer is authorized to approve such changes. Where the City approves such change, it shall within thirty (30) days thereafter confirm by a certificate stating: (a) the reason for the change and, if such change involves material or equipment, why the material or equipment was initially included and why substitution is now needed; (b) that the change does not “materially injure” the project; (c) that the substituted work has approximately the same value and quality as the original work, or that an equitable adjustment has been agreed by the Contractor and the City in the amount of the difference; and (d) the change is in the best interest of the City. Such certificate shall be signed under the pains and penalties of perjury and shall be a permanent record of the Work contracted for.

ARTICLE III - COMMENCEMENT DATE AND SUBSTANTIAL COMPLETION

The commencement date shall be the date this Contract is fully executed by both parties (hereinafter, the "Commencement Date"). The Contractor shall perform everything agreed to it to be performed properly and promptly in accordance with the terms of this contract and to the satisfaction of the heads of the Purchasing and _____ Departments of the City, or their duly-authorized representatives; shall observe and comply with all existing and future state and federal laws and City rules, ordinances and regulations in any manner effecting those engaged or employed in the performance of this Contract.

The Contractor shall achieve substantial completion of the entire Work no later than ____ days from the Commencement Date, subject to adjustments of this Contract Time as provided in the Contract Documents.

The Contractor and the Contractor's surety shall be liable for and shall pay the City the sum of _____ DOLLARS AND NO CENTS (\$_____.___), hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially completed.

For the purposes of this Article, "substantial completion" shall mean either that the Work required by this Contract has been completed except for Work having a contract price of less than one percent (1%) of the then adjusted total Contract Price, or substantially all of the Work has been completed and open to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work required by this Contract.

ARTICLE IV - CONTRACT PRICE

The City shall pay the Contractor for the Contractor's performance of the Contract the price of _____ DOLLARS AND ____ CENTS (\$_____.___) , which contract price includes performance of the estimated quantities of the Unit Price Items set forth in the Contractor's Bid, subject to additions and deductions by an amendment to the Contract Documents or an approved change order.

The Unit Prices set forth in the Contractor's Bid shall determine the value of the performance of the Unit Price Items, the value of extra Work and of changes in the Work, as the case may be. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit Prices shall be used uniformly for additions and deductions.

ARTICLE V - UNANTICIPATED CONDITIONS

Pursuant to G.L. c. 30, §39N, if, during the progress of the Work, the Contractor or the City discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to Work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from the Contractor, or upon its own initiative, the City shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the City shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly, or the City may choose to terminate this Contract pursuant to Article XV, hereunder.

ARTICLE VI - PAYMENT TO CONTRACTOR- IN GENERAL

Payments to the Contractor shall be made in accordance with G.L. c. 30, §39G, including all current amendments to the law, generally as follows:

1. Upon substantial completion of the Work required by this Contract, the Contractor shall present in writing to the City its certification that the Work has been substantially completed.
2. Within twenty-one (21) days thereafter, the City shall present to the Contractor either a written declaration that the Work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the Work has not been substantially completed. The City may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the Contractor must achieve substantial completion of the Work. In the event that the City fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the Contractor's certification within the twenty-one (21) day period, the Contractor's certification shall take effect as the City's declaration that the Work has been substantially completed.
3. Within sixty-five (65) days after the effective date of a declaration of a substantial completion, the City shall prepare and forthwith send to the Contractor for acceptance a substantial completion estimate for the quantity and price of the Work done and all but one per cent (1%) retainage on that Work, including the quantity, price and all but one per cent (1%) retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the Work. The City also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by Subcontractors and not yet paid to Subcontractors or deposited in joint accounts pursuant to G.L. c. 30, §39F.
4. Within fifteen days after the effective date of the declaration of substantial completion, the City shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the Contractor shall complete all such work items within forty-five (45) days after the receipt of such list or before the then contract completion date, whichever is later. If the Contractor fails to complete such Work within such time, the City may, subsequent to seven (7) days' written notice to the Contractor by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.
5. Within thirty (30) days after receipt by the City of a notice from the Contractor stating that all of the Work required by the contract has been completed, the City shall prepare and forthwith send to the Contractor for acceptance a final estimate for the quantity and price of the Work done and all retainage on that Work less all payments made to date, unless the City's inspection shows that work items required by the Contract remain incomplete or unsatisfactory, or that documentation required by the Contract has not been completed.
6. The City shall pay the amount due pursuant to any periodic, substantial completion or final estimate within thirty-five (35) days after receipt of written acceptance for such estimate from the Contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. In the case of periodic payments, the City may deduct from its payment a retention based on its estimate of the fair value of its claims against the Contractor, a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of section 39F, and a retention to secure satisfactory performance of the contractual Work not exceeding five

per cent (5%) of the approved amount of any periodic payment, and the same right to retention shall apply to bonded Subcontractors entitled to direct payment under section 39F; provided, that a five per cent (5%) value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

7. For the purposes of this Article, "substantial completion" shall mean either that the Work required by the contract has been completed except for Work having a contract price of less than one per cent (1%) of the then adjusted total contract price, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work required by the contract.

ARTICLE VII - PAYMENT TO THE CONTRACTOR IF THE CITY CAUSES DELAY

1. Should the City be prevented or enjoined from proceeding with Work either before or after the start of construction, by reason or any litigation or reason beyond the control of the City, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay but time for completion of the Work will be extended to such reasonable time as the City may determine will compensate for lost time by such delay with such determination to be set forth in writing.
2. If the City causes a delay for its convenience, payment to the Contractor shall be made in accordance with G.L. c. 30, §390, including all current amendments, generally as follows:
 - a. The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the City; provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the City to act within the time specified in this contract, the City shall make an adjustment in the Contract Price for any increase in the cost of performance of this contract but shall not include any profit to the Contractor on such increase; and provided further, that the City shall not make any adjustment in the Contract Price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the Contract Price under any other contract provisions.
 - b. The Contractor must submit the amount of a claim under provision "a" to the City in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the City shall not approve any costs in the claim incurred more than twenty days before the Contractor notified the City in writing of the act or failure to act involved in the claim.
 - c. In the event a suspension, delay, interruption or failure to act of the City increases the cost of performance to any Subcontractor, that subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as provisions "a" and "b" give the general contractor against the awarding authority, but nothing in provisions "a" and "b" shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

ARTICLE VIII - SUBCONTRACTORS

To ensure the prompt and efficient performance of its obligations hereunder, the Contractor may subcontract any of the Work to be performed by it, provided that the Contractor has first

obtained in writing the approval from the City for said subcontracting. The Contractor shall be responsible for the acts, errors and omissions of its Subcontractors and shall ensure that in its agreement with same that the Subcontractors are bound to the City under the same clauses contained in this Contract by which the Contractor is bound to the City. The Contractor shall also require any Subcontractors to obtain and maintain insurance and other insurance terms and conditions as herein stated and as required hereunder for the Contractor.

ARTICLE IX - PAYMENT TO SUBCONTRACTORS

Payments to Subcontractors shall be made in accordance with G.L. c. 30, §39F, including all current amendments, generally as follows:

1. Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.
2. Not later than the sixty-fifth day after each Subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the Subcontractor; and the City shall pay that amount to the Contractor. The Contractor shall forthwith pay to the Subcontractor the full amount received from the City less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.
3. Each payment made by the City to the Contractor pursuant to Paragraphs 1 and 2 of this Article for the labor performed and the materials furnished by a Subcontractor shall be made to the Contractor for the account of that Subcontractor; and the City shall take reasonable steps to compel the Contractor to make each such payment to each such Subcontractor. If the City has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the Subcontractor as provided in Paragraphs 1 and 2 the City shall act upon the demand as provided in this section.
4. If, within seventy (70) days after the Subcontractor has substantially completed the subcontract Work, the Subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of work, the Subcontractor may demand direct payment of that balance from the City. The demand shall be by a sworn statement delivered to or sent by certified mail to the City, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract Work. Any demand made after substantial completion of the subcontract Work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract Work. Within ten days after the Subcontractor has delivered or so mailed the demand to the City and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the City and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.

5. Within fifteen (15) days after receipt of the demand by the City, but in no event prior to the seventieth day after substantial completion of the subcontract Work, the City shall make direct payment to the Subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the City as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided, that the City shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph 4. The City shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.
6. The City shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of Paragraph 5 in an interest-bearing joint account in the names of the Contractor and the Subcontractor in a bank in Massachusetts selected by the City or agreed upon by the Contractor and the Subcontractor and shall notify the Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.
7. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to Paragraph 6 shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the City to the Contractor to the extent of such payment.
8. The City shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to Paragraph 6, are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

ARTICLE X - FINAL PAYMENT

1. Final payment shall be made by the City to the Contractor when a final Application for Payment, certified for payment by the Architect, Engineer, or the City, as the case may be, has been submitted to the City, and: (i) the Contractor has substantially completed the Work so that the value of the Work remaining to be done is, in the estimate of the City, less than one percent (1%) of the original Contract Price, or (ii) the Contractor has substantially completed the Work, and the City takes possession for occupancy, whichever occurs first.
2. Final payment shall constitute payment of the entire balance due on the Contract, less (i) a retention based on the City's estimate of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of Work, and less (ii) a retention for direct payments to Subcontractors pursuant to the provisions of G.L. c. 30, §39F.
3. Interest on overdue payments shall be paid pursuant to G.L. c. 30, §39K.
4. The final payment for Work done on this Contract shall be made only after the Contractor has signed a statement under the penalties of perjury certifying that the Work described in this Contract has been completed by him in accordance with Paragraph 1 of this Article.

5. Payments of the amounts due under this Contract or in accordance with any written alterations of the same by the parties hereto shall release the City, the Mayor, all Department heads and their officers, agents, and employees from any and all claims and liability in any way relating to this Contract or any such alteration thereof or anything relating thereto.

ARTICLE XI - FISCAL YEAR APPROPRIATIONS

1. The fiscal year of the CITY is the twelve-month period ending June 30 of each year. The obligations of the City under this Contract, or under any amendment to this Contract, for any fiscal year, are subject to the appropriation to the CITY of funds sufficient to discharge the CITY obligations which accrue in that fiscal year, and authorization to spend such funds for the purposes of this Contract.
2. If, for any fiscal year during the term of this Contract, funds for the discharge of the City's obligations under this Contract are not appropriated and authorized, or funds so appropriated and authorized are insufficient for that purpose, then this Contract shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to the CITY for damages, penalties or other charges on account of such termination.

ARTICLE XII - TAX EXEMPT STATUS

The City represents that it is exempt from federal excise, state and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the City becomes subject to any such taxes, the City shall reimburse the Contractor from any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

ARTICLE XIII - PROJECT GUARANTEE

1. The Contractor guarantees that the work and services to be performed under the Contract and all workmanship, material, and equipment performed, furnished, used or installed in the construction of same shall be free of from defects and flaws and shall be performed and furnished in strict accordance with the drawings, specifications, and other Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one (1) year from and after the date of completion and acceptance of the Work. If part of the Work is accepted by the City, the guarantee for that part of the Work shall be for a period of one (1) year from the date fixed for such acceptance.
2. If at any time within said period of guarantee any part of the Work requires repairing, correction, or replacement, the City may notify the Contractor in writing to make the required repairs, corrections or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the City within three (3) business days from the date of receipt of such notice, or having commenced, fails to prosecute such work with diligence, the City may employ other persons to make same, and all direct and indirect costs of making said repairs, corrections, or replacements, including compensation for additional professional services, including any and all costs associated with collecting such debt to the City, shall be paid by the Contractor.
3. The Contractor guarantees to furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, including damage to his own work and to the work of other contractors, and the Contractor shall repair any damage or marring to any goods occasioned by transit.

4. The Contractor guarantees that it will make good, replace, and renew at its own cost and expense any loss, damage or other casualty occurring during the carrying out of this contract, including any such loss, damage or other casualty which occurs prior to the final delivery and acceptance of the goods by the City, by reason of accident, fire, water, theft, act of God, or for any other reason whatsoever not caused by the City, its employees or agents.

ARTICLE XIV - CONTRACTOR'S CERTIFICATIONS

By signing this Contract, the Contractor certifies under the penalties of perjury that:

1. pursuant to M.G.L. c. 62C, §49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes;
2. pursuant to M.G.L. c. 151A, §19A, the Contractor has complied with all the laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System;
3. the Contractor has filed with the Secretary of State all certificates and annual reports required pursuant to M.G.L. c. 158B, §109 (business corporation), or M.G.L. c. 180, §26A (non-profit corporation), or M.G.L. c. 181, §4 (foreign corporation), whichever is applicable;
4. the Contractor provides workers' compensation insurance and all other insurance benefits required by M.G.L. c. 152;
5. the Contractor is not presently debarred or suspended from providing goods and/or services to the City under the provisions of M.G.L. c. 29, §29F, or an other applicable debarment or suspension provision of any other chapter of the General Laws or any rule or regulation promulgated thereunder;
6. pursuant to the provisions of M.G.L. c. 7A, §6, the Contractor filed a statement under the pains and penalties of perjury setting forth the names and addresses of all persons having a financial interest in this Contract, not including, however, any person whose only financial interest consists of the holding of one percent (1%) or less of the capital stock of the Contractor;
7. pursuant to M.G.L. c. 29, §29A, the Contractor provided a list of all other income derived by the Contractor from the City or any of its political subdivisions;
8. the person signing this Contract certifies that he/she has been authorized by the Contractor to commit the Contractor contractually and had been authorized to execute this Contract on its behalf;
9. where the Contractor is a foreign corporation, it has filed with the City a copy of a certificate of the state secretary stating that such corporation has complied with M.G.L. c. 181, §§3 and 5, as required by M.G.L. c. 30, §39L;
10. the Contractor has filed with the City a statement of management on internal accounting controls, as required by M.G.L. c. 30, §39R(b)(4);
11. the Contractor has filed with the City, and shall continue to file annually, an audited financial statement for the most recent completed fiscal year, as required by M.G.L. c. 30, §39R(b)(5);
12. the Contractor has filed with the City a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that: (i) the transactions are executed in accordance with management's general and specific

authorization, (ii) the transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets; and access to assets is permitted only in accordance with management's general or specific authorization, as required by M.G.L. c. 30, §39R(c);

13. the Contractor has complied with all other requirements of M.G.L. c. 30, §39R;
14. the Contractor is in possession of all required licenses and permits for any activity which may occur from the Contractor's operations under this Contract. The Contractor will submit copies of such licenses and/or permits upon request by the City; and
15. the Contractor has paid all real estate, personal property or excise tax, water charges, fines or municipal lien charges due to the City.

ARTICLE XV - TERMINATION, SUSPENSION OR DELAY OF CONTRACT

Termination for Cause. The City may terminate this Contract for cause by written notice if it determines that any of the following circumstances have occurred:

- a. the Contractor is adjudged bankrupt or has made a general assignment for the benefit of his creditors;
- b. a receiver has been appointed of the Contractor's property;
- c. all or part of the Work has been abandoned;
- d. the Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the City, except as provided in the Contract;
- e. the architect or City has determined that the rate of progress required on the project is not being met; or
- f. the Contractor has substantially violated any provisions of this Contract.

In the event of such termination, the City may hold the Contractor and its sureties liable in damages as for breach of contract, and/or the City may notify the Contractor to discontinue all work, or any part thereof, and the Contractor shall discontinue all work, or any part thereof, as the City may designate.

The City may complete the Work, or any part thereof, and charge the expense of completing the Work, or part thereof, to the Contractor. The City may also take possession of, and use any materials, machinery, implements and tools found upon the site of said Work. The City shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall solely be responsible for their removal from the Project Site after the City has no further use for them. The City may, at its option, require the surety or sureties to complete the Contract.

All expenses charged under this Paragraph shall be deducted and paid by the City out of any monies then due or to become due the Contractor under this Contract; and in such accounting the City shall not be held to obtain the lowest figures, by competitive bids or otherwise, for the work of completing the Contract, or any part thereof.

All sums actually paid by the City to complete the Work shall be charged to the Contractor. In case the expenses charged are less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be

entitled to receive the difference. In case such expenses shall exceed the said sum, the Contractor shall pay the amount of excess to the City.

Termination without Cause. The City may terminate this contract for its convenience and without cause upon fourteen (14) days written notice from the City to the Contractor. If the contract is terminated under this section, the Contractor shall be paid an amount which bears the same ratio to the total services performed by the Contractor by the date of termination, or the total value of the goods to be delivered by the Contractor, less payments previously made by the City for such services or goods, provided, however, that if by the date of termination less than sixty percent (60%) of the total services have been performed by the Contractor, or if less than sixty percent (60%) of the total value of the goods to be delivered by the Contractor, have been received by the City, then the Contractor shall be reimbursed for that portion of the out of out-of-pocket expenses, not otherwise reimbursed under this contract, incurred by the Contractor during the contract period, which is directly attributable to the uncompleted portion of the services, or undelivered goods, covered by this contract. Payments by the City pursuant to this Paragraph shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, Subcontractors and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

ARTICLE XVI - INSURANCE

The Contractor shall purchase and keep in full force and effect during the entire duration of the Work to be done by the Contractor, insurance issued by companies qualified to do business in the Commonwealth of Massachusetts as follows:

1. Contractor's Public Liability and Property Damage Insurance.

Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Contractor's operation under this agreement, whether such operations be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Premises/Operations, Elevators and Hoists, Independent Contractors, Contractual Liability Assumed Under this Contract, Products/Completed Operations, Broad Form Property Damage Endorsement, and Personal Injury, and shall not be subject to any of the special property damage liability exclusions commonly referred to as XCU exclusions.

2. Workmen's Compensation Insurance.

Workmen's Compensation Insurance must be provided at the Contractor's expense in accordance with the provisions of M.G.L. Chapter 149, § 34A. The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152, § 25C, as amended, 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 this Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the City's Purchasing Agent when requested and by submitting two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Purchasing Agent at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

3. Vehicle Liability Insurance.

The Contractor shall take out and maintain at his own expense during the life of this Contract vehicle liability insurance. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, Non-Owned Vehicles.

4. Certificates of Insurance.

The Contractor shall deposit with the City Certificates of Insurance for the coverage required by this Article XVI, in form and substance satisfactory to the City, and shall deliver to the City new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the City prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the Contractor with the insurance requirement, however, shall not relieve the Contractor from liability under the indemnity provisions.

ARTICLE XVII - INDEMNIFICATION

Contractor shall indemnify and hold harmless the City, its departments, employees and agents from and against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City, its departments, employees and agents may sustain, incur or be required to pay, including the cost of attorneys' fees, arising out of or in connection with the performance of this contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its employees, agents, Subcontractors, servants, or anyone directly or indirectly employed by any of them.

ARTICLE XIII - LIABILITY OF PUBLIC OFFICIALS

To the full extent permitted by the law, no official, employee, agent or representative of the City shall be individually or personally liable on any obligation of the City under this Contract.

ARTICLE XIX - MINIMUM WAGE/PREVAILING WAGE

The Contractor will carry out the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to M.G.L. c. 151, §1, et. seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commission or the Department of Labor and Industries, under the provisions of M.G.L. c. 149, §§26-27D (Prevailing Wage), as shall be in force and as amended.

ARTICLE XX - OSHA 10-HOUR CERTIFICATION

All employees that will be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion (certificate) of said course with the first certified payroll report for each employee.

ARTICLE XXI - KEY PERSONNEL

1. The Contractor represents that the key individuals named in this section are its full-time employees and will be assigned to the performance of the Contractor's obligations under this Contract for the indicated percentage of the individual's total available work time for the duration of the indicated phases:

<u>Name and Title</u>	<u>Phase</u>	<u>Percent</u>
_____	_____	____%
_____	_____	____%
_____	_____	____%
_____	_____	____%

2. The services of each named key individual shall be required unless that individual becomes unavailable to the Contractor only for reasons such as the individual's death, disability, or termination of the underlying employment relationship.
3. If the key individual named in this section becomes unavailable for such reasons, the Contractor shall give the City the resume of a proposed replacement, and offer the City an opportunity to interview that person. If the City is not reasonably satisfied that the proposed replacement has comparable ability and experience, he shall so notify the Contractor, whereupon the Contractor shall propose another replacement and the City shall have the same right of approval. Such process shall be repeated until a proposed replacement shall be approved by the City.
4. The City shall have the right to require the Contractor to remove any key individual from his assignment for cause and upon reasonable notice.

ARTICLE XXII - PERSONNEL

The Contractor represents that there has been or will be secured all personnel required for the performance of the Work, services, and/or items to be provided under this contract. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Contractor or under the supervision of the Contractor, and all personnel engaged in the Work shall be fully qualified.

ARTICLE XXIII - TERMINATION OF PERSONNEL

1. The City shall monitor the Contractor's efforts in order to account for all Work performed by Contractor personnel and to determine if Contractor personnel are performing satisfactorily at the appropriate skill levels specified in this Contract.
2. The City may require the Contractor to relieve any of Contractor's personnel from any further Work under this Contract if in the City's opinion it appears that:
 - a. the individual does not perform at the applicable skill level specified in this Contract;
 - b. the individual does not deliver work which conforms to the performance standards stated in this Contract; or
 - c. personality conflicts with City personnel hinder effective progress on the work of the project of unit to which the individual is assigned.

ARTICLE XXIV - PERFORMANCE AND PAYMENT BONDS

The Contractor shall obtain and deposit with the City the following bond(s) in the amount of:

PERFORMANCE BOND (\$ _____)

PAYMENT BOND (\$ _____)

OTHER BONDS,
AS MAY BE REQUIRED
BY THE CITY:
_____ (\$ _____)

with sureties satisfactory to the City to (a) guarantee the faithful performance by the Contractor of all its obligations under this Contract and (b) constitute the security required by M.G.L. c. 149, §29 and M.G.L. c. 30, §39A, as amended, for payment by the Contractor and its Subcontractors for all labor performed or furnished and for all materials used or employed in connection with the contract. Each bond shall incorporate by reference the terms of this Contract.

ARTICLE XXV - PUBLICATION, REPRODUCTION AND USE OF MATERIAL

1. Materials produced in whole or in part under this contract shall not be subject to copyright, except by the City, in the United States or in any other country. The City or its duly authorized representatives have unrestricted authority to, without payment of any royalty, commission, or additional fee or any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this contract.
2. All data, reports, programs, software, equipment, plans, drawings, and any other documentation or product paid for with municipal funds shall vest in the City at the termination of this contract. The Contractor shall at all times obtain the prior written approval of the City before it, either during or after termination of the contract, makes any statement bearing on the Work performed or data collected under this contract to the press or issues any material for publication through any medium of communication.

ARTICLE XXVI - FINDINGS CONFIDENTIAL

Any reports, information, data, etc. given to or prepared or assembled by the Contractor under this contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the City. The Contractor shall comply with all laws and regulations relating to confidentiality, security, privacy and use of confidential data and comply with M.G.L. c. 66A, so far as same may apply.

ARTICLE XXVII - AUDIT, INSPECTION, RECORD KEEPING

1. At any time during normal business hours, and as often as the City may deem it necessary, there shall be made available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this contract.
2. In accordance with M.G.L. c. 30, §39R, for a period of six (6) years after final payment of this Contract or any extension thereof, the Contractor shall make its work papers, records and other evidence of audit available to the City of its duly authorized representatives. The City

shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at the time the need for reproduction arises.

ARTICLE XXVIII - GOVERNING LAW AND CHOICE OF FORUM

This contract shall be governed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws provisions. Any suit, action, or proceeding against the Contractor with respect to this contract, or any judgment entered by any court in respect thereof may be brought in the Courts of the Commonwealth of Massachusetts, Berkshire County, or in the United States Courts located in the Commonwealth of Massachusetts as the City in its sole discretion may elect and the Contractor hereby submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

ARTICLE XXIX - STATUTORY COMPLIANCE

1. This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state and local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of Massachusetts General Laws are incorporated by reference into this contract, including, but not limited to, M.G.L. c. 30.
2. Whenever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into the contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power of liability of cities and towns, such law or regulation shall control.
3. The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.
4. The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the Work, of the materials used in the work, or in any way affecting those engaged or employed in the Work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this Work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the City. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the City, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or Subcontractors of any such law, by-law, regulation orders or decrees.

ARTICLE XXX - CONFLICT OF INTEREST

Both the City and the Contractor stipulate to the applicability of State Conflict of Interest Law (General Laws Chapter 268A), and this contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this contract; and by executing the contract documents the Contractor certifies to the City that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

ARTICLE XXXI - NON-DISCRIMINATION AND EQUAL EMPLOYMENT

The Contractor shall carry out the obligations of this contract in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and Massachusetts General Laws, Chapter 151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

ARTICLE XXXII - INDEPENDENT CONTRACTOR

1. It is expressly acknowledged by the parties hereto that the Contractor is an independent contractor, and nothing in this contract shall be construed or interpreted to create an employer/employee relationship, joint venture relationship, or landlord/tenant relationship between the Contractor and the City. No rights or benefits of an employee of the City shall accrue or be vested in the Contractor under any personnel policies or benefit plans maintained by the City for the benefit of its employees. The Contractor shall not be entitled to any payment from the City in the nature of benefits under the Workers' Compensation Act for any accident, illness, or event occurring in or relating to the City and arising out of the Contractor's duties hereunder.
2. Neither federal, nor state income tax, nor payroll tax of any kind will be withheld or paid by the City on behalf of the Contractor or the employees of the Contractor. The Contractor will not be treated as an employee with respect to the work performed hereunder for federal and state tax purposes. The Contractor understands that he is responsible to pay, according to law, his or her income tax. If the Contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (social security) tax.
3. The Contractor shall supply, at his sole expense, all equipment, tools, materials, and supplies necessary to accomplish the Work contemplated by this contract.

ARTICLE XXXIII - NOTICES

Any notice permitted or required under this provision of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name of or on the behalf of the party giving notice. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in this Contract, and to the City of Pittsfield by being sent to either:

City of Pittsfield
Office of the Mayor
70 Allen Street
Pittsfield, MA 01201

City of Pittsfield
Purchasing Department
70 Allen Street
Pittsfield, MA 01201

City of Pittsfield
_____ Department
70 Allen Street
Pittsfield, MA 01201

ARTICLE XXXIV - GENERAL PROVISIONS

1. Assignment.

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in same, whether by agreement or novation, without the prior written approval of the

City, provided, however, that claims for money due to the Contractor by the City under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

2. Supervening Law and Severability.

The parties recognize that this contract shall be subject to amendments to Federal, State, and local laws, regulations, and ordinances. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this contract, or that would cause one or both of the parties to be in violation of that law, shall be deemed to have superseded the terms of this contract. Notwithstanding such invalidity or illegality, the remaining terms and provisions of this contract shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

3. Further Actions.

Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this contract and as are consistent with the terms hereof.

4. Amendment/Waiver.

Changes to any of the provisions specified in this contract can occur only when mutually agreed upon by the Contractor and the City, set forth in writing, and signed by both the Contractor and the City. All conditions, covenants, duties and obligations contained in this contract can be waived only by written agreement by the parties. Forbearance or indulgence in any form or manner by a party shall not be a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

5. Captions.

The captions of the sections in this contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

6. Binding of Successors.

This contract shall be binding upon the Contractor, its assigns, transferees, and/ or successors in interest (and where not corporate, the heirs and estate of the Contractor).

7. Arbitration.

Arbitration is not in any way applicable to the terms or performance of this contract.

8. Condition of Enforceability Against the City.

This Contract is only binding upon, and enforceable against, the City if: (i) the Contract is signed by the Mayor, or his/her designee; (ii) endorsed with approval by the City Auditor; and (iii) endorsed with approval by the City Solicitor's Office as to form and legality. In the event that there are attachments which were submitted from the successful bidder and which conflict with the City Contract and all of its supplements, the terms and provisions of the City contract shall prevail

9. Change Orders

No additional work, or changes in scope of work, will be performed by the successful bidder under the terms of this bid unless a signed Contract Change Order is duly authorized by the Purchasing Agent prior to the work being done. The City will not be responsible for any work done without a prior, signed change order.

10. Force Majeure.

Neither the City, as acting by and through its Purchasing Department, nor the Contractor shall be in default of this Contract if the performance of any of their respective obligations hereunder is delayed or becomes impossible for any reason, beyond their reasonable control respectively, including, without limitation, war, invasion, act of foreign enemy, hostilities, civil war or rebellion (whether war be declared or not), strike, lockout or other industrial dispute, or Act of God; provided, however, that the party interfered with provides written notice thereof to the other party within ten (10) working days of any such force majeure, condition or event.

11. Corporate Contractor.

If the Contractor is a corporation, it shall endorse upon this contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this contract for the corporation.

12. Non-resident Processing; Signatures.

Every Contractor who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Contractor hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the City or its lawful Attorney to said Contractor or nonresident co-partner at the address set forth in the Contract. Said Contractor or said nonresident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Contractor or said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Contractor or said co-partner.

13. Complete Contract.

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no other agreements other than those incorporated herein.

ATTESTATION OF FUNDS

PROJECT: -

CONTRACT AMOUNT: \$

APPROPRIATION NUMBER: /

I hereby certify that as of this date, , there are \$ appropriated and available for expenditure on the above named project.

Rachel Jingst,
City Accountant

The contract amount will be the **TOTAL AMOUNT** paid by the CITY for the completion of the above named project. Any other amounts for this contract over and above the contract amount and/or the amount appropriated as above attested must be approved by the CITY and its authorized agents in advance, and amounts over and above the original appropriation as above attested are also subject to further appropriation by the Mayor and the CITY Council of the CITY of Pittsfield.

In any estimated amounts of materials to be supplied by the CONTRACTOR in the performance of the terms of this Contract, the CITY makes the best good faith estimate of the quantities. The cost of any materials to be supplied to the CITY in fulfillment of the terms of this Contract in excess of the CONTRACT AMOUNT and/or the appropriated amount attested above must be approved by the CITY and its authorized agents in advance, and amounts over and above the original appropriation as above attested are also subject to further appropriation by the Mayor and the CITY Council of the CITY of Pittsfield.

THE PROVISIONS OF THIS ATTESTATION APPLY ESPECIALLY TO CONTRACTS WHICH HAVE PERFORMANCE COMPLETION BEYOND THE CURRENT FISCAL YEAR OF THE CITY OF PITTSFIELD.

The CITY of Pittsfield shall not be held liable for failure of the Mayor or the CITY Council to appropriate funds in excess of the original amount appropriated as above attested, nor shall the CITY be held liable for a failure of the CITY and its authorized agents to approve an amendment of the contract amount.

IN WITNESS WHEREOF, the parties hereunto have signed this Contract as a sealed instrument on this _____ day of _____, 2024,

CITY OF PITTSFIELD

CONTRACTOR

By: _____
Peter M. Marchetti
Mayor

By: _____
Signature of Contractor

By: _____
Department Head

Name of Contractor

By: _____
Colleen Hunter-Mullett
Chief Procurement Officer

Title of Contractor

Street Address

By: _____
City Attorney
Certified as to Form and Legality

City, State and Zip

Tax ID or Social Security No.

FOR CORPORATIONS ONLY:

By: _____
Clerks' Signature

Print or Type Clerk's Name

MASSACHUSETTS PREVAILING WAGE RATES APPLICABLE TO THIS PROJECT



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

Prevailing Wage Rates

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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Pittsfield
Contract Number: 24-041 **City/Town:** PITTSFIELD
Description of Work: Pecks Road Bridge Replacement

Job Location: Pecks Road

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$38.95	\$15.07	\$18.67	\$0.00	\$72.69
	06/01/2024	\$39.95	\$15.07	\$18.67	\$0.00	\$73.69
	12/01/2024	\$39.95	\$15.07	\$20.17	\$0.00	\$75.19
	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.02	\$15.07	\$18.67	\$0.00	\$72.76
	06/01/2024	\$40.02	\$15.07	\$18.67	\$0.00	\$73.76
	12/01/2024	\$40.02	\$15.07	\$20.17	\$0.00	\$75.26
	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.14	\$15.07	\$18.67	\$0.00	\$72.88
	06/01/2024	\$40.14	\$15.07	\$18.67	\$0.00	\$73.88
	12/01/2024	\$40.14	\$15.07	\$20.17	\$0.00	\$75.38
	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$31.16	\$9.65	\$14.53	\$0.00	\$55.34
	06/01/2024	\$31.98	\$9.65	\$14.53	\$0.00	\$56.16
	12/01/2024	\$32.79	\$9.65	\$14.53	\$0.00	\$56.97
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2023	\$32.87	\$9.65	\$15.60	\$0.00	\$58.12
	06/01/2024	\$34.06	\$9.65	\$15.60	\$0.00	\$59.31
	12/01/2024	\$35.24	\$9.65	\$15.60	\$0.00	\$60.49
	06/01/2025	\$36.48	\$9.65	\$15.60	\$0.00	\$61.73
	12/01/2025	\$37.71	\$9.65	\$15.60	\$0.00	\$62.96
	06/01/2026	\$39.75	\$9.65	\$15.60	\$0.00	\$65.00
	12/01/2026	\$41.04	\$9.65	\$15.60	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	12/01/2023	\$36.72	\$14.50	\$10.55	\$0.00	\$61.77
	06/01/2024	\$37.62	\$14.50	\$10.55	\$0.00	\$62.67
	12/01/2024	\$38.52	\$14.50	\$10.55	\$0.00	\$63.57
	06/01/2025	\$39.42	\$14.50	\$10.55	\$0.00	\$64.47
	12/01/2025	\$40.32	\$14.50	\$10.55	\$0.00	\$65.37
ASPHALT RAKER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$30.66	\$9.65	\$14.53	\$0.00	\$54.84
	06/01/2024	\$31.48	\$9.65	\$14.53	\$0.00	\$55.66
	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2023	\$32.37	\$9.65	\$15.60	\$0.00	\$57.62
	06/01/2024	\$33.56	\$9.65	\$15.60	\$0.00	\$58.81
	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$30.66	\$9.65	\$14.53	\$0.00	\$54.84
	06/01/2024	\$31.48	\$9.65	\$14.53	\$0.00	\$55.66
	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$31.16	\$9.65	\$14.53	\$0.00	\$55.34
	06/01/2024	\$31.98	\$9.65	\$14.53	\$0.00	\$56.16
	12/01/2024	\$32.79	\$9.65	\$14.53	\$0.00	\$56.97
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2023	\$32.87	\$9.65	\$15.60	\$0.00	\$58.12
	06/01/2024	\$34.06	\$9.65	\$15.60	\$0.00	\$59.31
	12/01/2024	\$35.24	\$9.65	\$15.60	\$0.00	\$60.49
	06/01/2025	\$36.48	\$9.65	\$15.60	\$0.00	\$61.73
	12/01/2025	\$37.71	\$9.65	\$15.60	\$0.00	\$62.96
	06/01/2026	\$39.75	\$9.65	\$15.60	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2024	\$50.81	\$11.49	\$21.46	\$0.00	\$83.76
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	08/01/2024	\$52.06	\$11.49	\$21.46	\$0.00	\$85.01
	02/01/2025	\$53.36	\$11.49	\$21.46	\$0.00	\$86.31
	08/01/2025	\$55.51	\$11.49	\$21.46	\$0.00	\$88.46
	02/01/2026	\$56.86	\$11.49	\$21.46	\$0.00	\$89.81
	08/01/2026	\$59.06	\$11.49	\$21.46	\$0.00	\$92.01
	02/01/2027	\$60.46	\$11.49	\$21.46	\$0.00	\$93.41

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.41	\$11.49	\$21.46	\$0.00	\$58.36
2	60	\$30.49	\$11.49	\$21.46	\$0.00	\$63.44
3	70	\$35.57	\$11.49	\$21.46	\$0.00	\$68.52
4	80	\$40.65	\$11.49	\$21.46	\$0.00	\$73.60
5	90	\$45.73	\$11.49	\$21.46	\$0.00	\$78.68

Effective Date - 08/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
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ENGINEERS LOCAL 98
For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$30.66	\$9.65	\$14.53	\$0.00	\$54.84
	06/01/2024	\$31.48	\$9.65	\$14.53	\$0.00	\$55.66
	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS LOCAL 336 - BERKSHIRE COUNTY</i>	03/01/2024	\$41.41	\$7.91	\$18.15	\$0.00	\$67.47
	09/01/2024	\$42.36	\$7.91	\$18.15	\$0.00	\$68.42
	03/01/2025	\$43.26	\$7.91	\$18.15	\$0.00	\$69.32
	09/01/2025	\$44.21	\$7.91	\$18.15	\$0.00	\$70.27
	03/01/2026	\$45.11	\$7.91	\$18.15	\$0.00	\$71.17
	09/01/2026	\$46.06	\$7.91	\$18.15	\$0.00	\$72.12
	03/01/2027	\$46.96	\$7.91	\$18.15	\$0.00	\$73.02

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER - Local 336 Berkshire

Effective Date - 03/01/2024

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

Effective Date - 09/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2023

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

Effective Date - 10/01/2024

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

Notes:

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

Apprentice to Journeyworker Ratio:1:5

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

Effective Date - 01/01/2024

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

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$30.66	\$9.65	\$14.53	\$0.00	\$54.84
	06/01/2024	\$31.48	\$9.65	\$14.53	\$0.00	\$55.66
	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$43.06	\$13.78	\$15.15	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2024

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

Effective Date - 07/01/2024

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$44.48	\$9.65	\$18.07	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BURNERS <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$45.23	\$9.65	\$18.07	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$45.23	\$9.65	\$18.07	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$44.48	\$9.65	\$18.07	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 7

Effective Date - 12/31/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.60	\$7.65	\$0.59	\$0.00	\$27.84
2	45	\$22.05	\$7.65	\$0.66	\$0.00	\$30.36
3	50	\$24.51	\$12.75	\$7.34	\$0.00	\$44.60
4	55	\$26.96	\$12.75	\$7.41	\$0.00	\$47.12
5	65	\$31.86	\$12.75	\$9.52	\$0.00	\$54.13
6	70	\$34.31	\$12.75	\$10.90	\$0.00	\$57.96

Effective Date - 06/30/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.00	\$7.80	\$0.60	\$0.00	\$28.40
2	45	\$22.50	\$7.80	\$0.68	\$0.00	\$30.98
3	50	\$25.01	\$13.00	\$7.40	\$0.00	\$45.41
4	55	\$27.51	\$13.00	\$7.48	\$0.00	\$47.99
5	65	\$32.51	\$13.00	\$9.64	\$0.00	\$55.15
6	70	\$35.01	\$13.00	\$11.06	\$0.00	\$59.07

Notes:

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

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

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2024

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

Effective Date - 01/01/2025

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

Notes:

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

Apprentice to Journeyworker Ratio:1:1

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

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & BEAM RAIL ERECTOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$30.41	\$9.65	\$14.53	\$0.00	\$54.59
	06/01/2024	\$31.23	\$9.65	\$14.53	\$0.00	\$55.41
	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22

For apprentice rates see "Apprentice- LABORER"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2023	\$32.37	\$9.65	\$15.60	\$0.00	\$57.62
	06/01/2024	\$33.56	\$9.65	\$15.60	\$0.00	\$58.81
	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79

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

FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 7	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS LOCAL 7	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56
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Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.42	\$13.38	\$15.15	\$0.00	\$51.95
2	70	\$27.32	\$13.38	\$15.15	\$0.00	\$55.85
3	80	\$31.22	\$13.38	\$15.15	\$0.00	\$59.75
4	90	\$35.13	\$13.38	\$15.15	\$0.00	\$63.66

Notes:

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

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/01/2023	\$25.48	\$9.65	\$15.60	\$0.00	\$50.73
	06/01/2024	\$26.51	\$9.65	\$15.60	\$0.00	\$51.76
	12/01/2024	\$26.51	\$9.65	\$15.60	\$0.00	\$51.76
	06/01/2025	\$27.59	\$9.65	\$15.60	\$0.00	\$52.84
	12/01/2025	\$27.59	\$9.65	\$15.60	\$0.00	\$52.84
	06/01/2026	\$28.71	\$9.65	\$15.60	\$0.00	\$53.96
	12/01/2026	\$28.71	\$9.65	\$15.60	\$0.00	\$53.96

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

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

Classification**Effective Date****Base Wage****Health****Pension****Supplemental
Unemployment****Total Rate****Apprentice - FLOORCOVERER - Local 2168 Zone III****Effective Date - 03/01/2024**

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

Effective Date - 09/01/2024

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

Notes: Steps are 750 hrs.

% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$26.72.24/ 3&4 \$32.11/ 5&6 \$50.75/ 7&8 \$56.14

Apprentice to Journeyworker Ratio:1:1

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

GENERATORS/LIGHTING PLANTS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.80	\$13.78	\$15.15	\$0.00	\$64.73
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - GLAZIER - Local 1333						
Effective Date - 06/01/2020						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i>	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2023	\$32.87	\$9.65	\$15.60	\$0.00	\$58.12
	06/01/2024	\$34.06	\$9.65	\$15.60	\$0.00	\$59.31
	12/01/2024	\$35.24	\$9.65	\$15.60	\$0.00	\$60.49
	06/01/2025	\$36.48	\$9.65	\$15.60	\$0.00	\$61.73
	12/01/2025	\$37.71	\$9.65	\$15.60	\$0.00	\$62.96
	06/01/2026	\$39.75	\$9.65	\$15.60	\$0.00	\$65.00
	12/01/2026	\$41.04	\$9.65	\$15.60	\$0.00	\$66.29

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

INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2023	\$42.80	\$14.75	\$19.61	\$0.00	\$77.16
	09/01/2024	\$45.54	\$14.75	\$19.61	\$0.00	\$79.90
	09/01/2025	\$48.27	\$14.75	\$19.61	\$0.00	\$82.63
	09/01/2026	\$51.01	\$14.75	\$19.61	\$0.00	\$85.37

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

Effective Date - 09/01/2023

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

Effective Date - 09/01/2024

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

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

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

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 12

Effective Date - 07/01/2019

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

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2023	\$30.66	\$9.65	\$14.53	\$0.00	\$54.84
<i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	06/01/2024	\$31.48	\$9.65	\$14.53	\$0.00	\$55.66
	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47

For apprentice rates see "Apprentice- LABORER"

LABORER	12/01/2023	\$30.41	\$9.65	\$14.53	\$0.00	\$54.59
<i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	06/01/2024	\$31.23	\$9.65	\$14.53	\$0.00	\$55.41
	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22

Apprentice - LABORER - Zone 4 Building and Site

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.25	\$9.65	\$14.53	\$0.00	\$42.43
2	70	\$21.29	\$9.65	\$14.53	\$0.00	\$45.47
3	80	\$24.33	\$9.65	\$14.53	\$0.00	\$48.51
4	90	\$27.37	\$9.65	\$14.53	\$0.00	\$51.55

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.74	\$9.65	\$14.53	\$0.00	\$42.92
2	70	\$21.86	\$9.65	\$14.53	\$0.00	\$46.04
3	80	\$24.98	\$9.65	\$14.53	\$0.00	\$49.16
4	90	\$28.11	\$9.65	\$14.53	\$0.00	\$52.29

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/01/2023	\$32.12	\$9.65	\$15.60	\$0.00	\$57.37
	06/01/2024	\$33.31	\$9.65	\$15.60	\$0.00	\$58.56
	12/01/2024	\$34.49	\$9.65	\$15.60	\$0.00	\$59.74
	06/01/2025	\$35.73	\$9.65	\$15.60	\$0.00	\$60.98
	12/01/2025	\$36.96	\$9.65	\$15.60	\$0.00	\$62.21
	06/01/2026	\$39.00	\$9.65	\$15.60	\$0.00	\$64.25
	12/01/2026	\$40.29	\$9.65	\$15.60	\$0.00	\$65.54

Apprentice - LABORER (Heavy and Highway) - Zone 4

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.27	\$9.65	\$15.60	\$0.00	\$44.52
2	70	\$22.48	\$9.65	\$15.60	\$0.00	\$47.73
3	80	\$25.70	\$9.65	\$15.60	\$0.00	\$50.95
4	90	\$28.91	\$9.65	\$15.60	\$0.00	\$54.16

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.99	\$9.65	\$15.60	\$0.00	\$45.24
2	70	\$23.32	\$9.65	\$15.60	\$0.00	\$48.57
3	80	\$26.65	\$9.65	\$15.60	\$0.00	\$51.90
4	90	\$29.98	\$9.65	\$15.60	\$0.00	\$55.23

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2023	\$30.41	\$9.65	\$14.53	\$0.00	\$54.59
	06/01/2024	\$31.23	\$9.65	\$14.53	\$0.00	\$55.41
	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2023	\$30.41	\$9.65	\$14.53	\$0.00	\$54.59
	06/01/2024	\$31.23	\$9.65	\$14.53	\$0.00	\$55.41
	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2023	\$30.89	\$9.65	\$14.41	\$0.00	\$54.95
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For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2023	\$32.41	\$9.65	\$14.53	\$0.00	\$56.59
	06/01/2024	\$33.23	\$9.65	\$14.53	\$0.00	\$57.41
	12/01/2024	\$34.04	\$9.65	\$14.53	\$0.00	\$58.22

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2023	\$32.37	\$9.65	\$15.60	\$0.00	\$57.62
	06/01/2024	\$33.56	\$9.65	\$15.60	\$0.00	\$58.81
	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$30.41	\$9.65	\$14.53	\$0.00	\$54.59
	06/01/2024	\$31.23	\$9.65	\$14.53	\$0.00	\$55.41
	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$30.41	\$9.65	\$14.53	\$0.00	\$54.59
	06/01/2024	\$31.23	\$9.65	\$14.53	\$0.00	\$55.41
	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$30.66	\$9.65	\$14.53	\$0.00	\$54.84
	06/01/2024	\$31.48	\$9.65	\$14.53	\$0.00	\$55.66
	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2023	\$32.37	\$9.65	\$15.60	\$0.00	\$57.62
	06/01/2024	\$33.56	\$9.65	\$15.60	\$0.00	\$58.81
	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>	02/01/2024	\$41.37	\$11.49	\$20.53	\$0.00	\$73.39
	08/01/2024	\$43.05	\$11.49	\$20.53	\$0.00	\$75.07
	02/01/2025	\$44.90	\$11.49	\$20.53	\$0.00	\$76.92
	08/01/2025	\$45.81	\$11.49	\$20.53	\$0.00	\$77.83
	02/01/2026	\$46.89	\$11.49	\$20.53	\$0.00	\$78.91
	08/01/2026	\$48.65	\$11.49	\$20.53	\$0.00	\$80.67
	02/01/2027	\$49.77	\$11.49	\$20.53	\$0.00	\$81.79

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.69	\$11.49	\$20.53	\$0.00	\$52.71
2	60	\$24.82	\$11.49	\$20.53	\$0.00	\$56.84
3	70	\$28.96	\$11.49	\$20.53	\$0.00	\$60.98
4	80	\$33.10	\$11.49	\$20.53	\$0.00	\$65.12
5	90	\$37.23	\$11.49	\$20.53	\$0.00	\$69.25

Effective Date - 08/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

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

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

MECHANIC/WELDER/BOOM TRUCK OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/01/2024

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

Effective Date - 01/06/2025

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

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

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$30.66	\$9.65	\$14.53	\$0.00	\$54.84
	06/01/2024	\$31.48	\$9.65	\$14.53	\$0.00	\$55.66
	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
OILER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.02	\$13.78	\$15.15	\$0.00	\$63.95
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$32.74	\$13.78	\$15.15	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2024

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

Effective Date - 07/01/2024

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2024	\$38.83	\$9.65	\$19.90	\$0.00	\$68.38
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	07/01/2024	\$40.03	\$9.65	\$19.90	\$0.00	\$69.58
	01/01/2025	\$41.23	\$9.65	\$19.90	\$0.00	\$70.78

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.42	\$9.95	\$0.00	\$0.00	\$29.37
2	55	\$21.36	\$9.95	\$4.43	\$0.00	\$35.74
3	60	\$23.30	\$9.95	\$4.83	\$0.00	\$38.08
4	65	\$25.24	\$9.95	\$5.23	\$0.00	\$40.42
5	70	\$27.18	\$9.95	\$17.49	\$0.00	\$54.62
6	75	\$29.12	\$9.95	\$17.89	\$0.00	\$56.96
7	80	\$31.06	\$9.95	\$18.29	\$0.00	\$59.30
8	90	\$34.95	\$9.95	\$19.10	\$0.00	\$64.00

Effective Date - 07/01/2024

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2024	\$36.15	\$9.95	\$19.90	\$0.00	\$66.00
PAINTERS LOCAL 35 - ZONE 3	07/01/2024	\$37.35	\$9.95	\$19.90	\$0.00	\$67.20
	01/01/2025	\$38.55	\$9.95	\$19.90	\$0.00	\$68.40

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.08	\$9.95	\$0.00	\$0.00	\$28.03
2	55	\$19.88	\$9.95	\$4.43	\$0.00	\$34.26
3	60	\$21.69	\$9.95	\$4.83	\$0.00	\$36.47
4	65	\$23.50	\$9.95	\$5.23	\$0.00	\$38.68
5	70	\$25.31	\$9.95	\$17.49	\$0.00	\$52.75
6	75	\$27.11	\$9.95	\$17.89	\$0.00	\$54.95
7	80	\$28.92	\$9.95	\$18.29	\$0.00	\$57.16
8	90	\$32.54	\$9.95	\$19.10	\$0.00	\$61.59

Effective Date - 07/01/2024

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2024	\$37.43	\$9.95	\$19.90	\$0.00	\$67.28
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	07/01/2024	\$38.63	\$9.95	\$19.90	\$0.00	\$68.48
	01/01/2025	\$39.83	\$9.95	\$19.90	\$0.00	\$69.68

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.72	\$9.95	\$0.00	\$0.00	\$28.67
2	55	\$20.59	\$9.95	\$4.43	\$0.00	\$34.97
3	60	\$22.46	\$9.95	\$4.83	\$0.00	\$37.24
4	65	\$24.33	\$9.95	\$5.23	\$0.00	\$39.51
5	70	\$26.20	\$9.95	\$17.49	\$0.00	\$53.64
6	75	\$28.07	\$9.95	\$17.89	\$0.00	\$55.91
7	80	\$29.94	\$9.95	\$18.29	\$0.00	\$58.18
8	90	\$33.69	\$9.95	\$19.10	\$0.00	\$62.74

Effective Date - 07/01/2024

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2024	\$34.75	\$9.95	\$19.90	\$0.00	\$64.60
PAINTERS LOCAL 35 - ZONE 3	07/01/2024	\$35.95	\$9.95	\$19.90	\$0.00	\$65.80
	01/01/2025	\$37.15	\$9.95	\$19.90	\$0.00	\$67.00

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.38	\$9.95	\$0.00	\$0.00	\$27.33
2	55	\$19.11	\$9.95	\$4.43	\$0.00	\$33.49
3	60	\$20.85	\$9.95	\$4.83	\$0.00	\$35.63
4	65	\$22.59	\$9.95	\$5.23	\$0.00	\$37.77
5	70	\$24.33	\$9.95	\$17.49	\$0.00	\$51.77
6	75	\$26.06	\$9.95	\$17.89	\$0.00	\$53.90
7	80	\$27.80	\$9.95	\$18.29	\$0.00	\$56.04
8	90	\$31.28	\$9.95	\$19.10	\$0.00	\$60.33

Effective Date - 07/01/2024

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2023	\$32.12	\$9.65	\$15.60	\$0.00	\$57.37
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	06/01/2024	\$33.31	\$9.65	\$15.60	\$0.00	\$58.56
	12/01/2024	\$34.49	\$9.65	\$15.60	\$0.00	\$59.74
	06/01/2025	\$35.73	\$9.65	\$15.60	\$0.00	\$60.98
	12/01/2025	\$36.96	\$9.65	\$15.60	\$0.00	\$62.21
	06/01/2026	\$39.00	\$9.65	\$15.60	\$0.00	\$64.25
	12/01/2026	\$40.29	\$9.65	\$15.60	\$0.00	\$65.54

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

PANEL & PICKUP TRUCKS DRIVER	01/01/2024	\$38.78	\$15.07	\$18.67	\$0.00	\$72.52
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2024	\$39.78	\$15.07	\$18.67	\$0.00	\$73.52
	12/01/2024	\$39.78	\$15.07	\$20.17	\$0.00	\$75.02
	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07

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

Apprentice - PILE DRIVER - Local 56 Zone 3

Effective Date - 08/01/2020

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

Notes: Apprentice wages shall be no less than the following Steps;
(Same as set in Zone 1)

1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$30.66	\$9.65	\$14.53	\$0.00	\$54.84
	06/01/2024	\$31.48	\$9.65	\$14.53	\$0.00	\$55.66
	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2023	\$32.37	\$9.65	\$15.60	\$0.00	\$57.62
	06/01/2024	\$33.56	\$9.65	\$15.60	\$0.00	\$58.81
	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PLUMBER/PIPEFITTER - Local 104 Western						
Effective Date - 03/17/2024						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.14	\$9.55	\$10.10	\$0.00	\$41.79
2	50	\$24.61	\$9.55	\$10.10	\$0.00	\$44.26
3	55	\$27.07	\$9.55	\$10.10	\$0.00	\$46.72
4	60	\$29.53	\$9.55	\$10.10	\$0.00	\$49.18
5	65	\$31.99	\$9.55	\$10.10	\$0.00	\$51.64
6	70	\$34.45	\$9.55	\$10.10	\$0.00	\$54.10
7	75	\$36.91	\$9.55	\$10.10	\$0.00	\$56.56
8	80	\$39.37	\$9.55	\$10.10	\$0.00	\$59.02
9	80	\$39.37	\$9.55	\$17.10	\$0.00	\$66.02
10	80	\$39.37	\$9.55	\$17.10	\$0.00	\$66.02

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

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/01/2023	\$32.37	\$9.65	\$15.60	\$0.00	\$57.62
	06/01/2024	\$33.56	\$9.65	\$15.60	\$0.00	\$58.81
	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2023	\$31.41	\$9.65	\$14.53	\$0.00	\$55.59
	06/01/2024	\$32.23	\$9.65	\$14.53	\$0.00	\$56.41
	12/01/2024	\$33.04	\$9.65	\$14.53	\$0.00	\$57.22
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/01/2023	\$33.53	\$9.65	\$15.19	\$0.00	\$58.37
	06/01/2024	\$34.72	\$9.65	\$15.19	\$0.00	\$59.56
	12/01/2024	\$35.90	\$9.65	\$15.19	\$0.00	\$60.74
	06/01/2025	\$37.14	\$9.65	\$15.19	\$0.00	\$61.98
	12/01/2025	\$38.37	\$9.65	\$15.19	\$0.00	\$63.21
	06/01/2026	\$40.41	\$9.65	\$15.19	\$0.00	\$65.25
	12/01/2026	\$41.70	\$9.65	\$15.19	\$0.00	\$66.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2023	\$25.24	\$11.57	\$7.00	\$0.00	\$43.81
	05/01/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$45.21
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2023	\$30.66	\$9.65	\$14.53	\$0.00	\$54.84
	06/01/2024	\$31.48	\$9.65	\$14.53	\$0.00	\$55.66
	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	07/16/2023	\$38.91	\$10.35	\$18.00	\$0.00	\$67.26
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) <i>ROOFERS LOCAL 248</i>	07/16/2023	\$38.41	\$10.35	\$18.00	\$0.00	\$66.76

Apprentice - ROOFER - Local 248

Effective Date - 07/16/2023

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

Notes:

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

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 248</i>	07/16/2023	\$38.91	\$10.35	\$18.00	\$0.00	\$67.26
For apprentice rates see "Apprentice- ROOFER"						
SCRAPER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.80	\$13.78	\$15.15	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.71	\$4.79	\$4.76	\$0.92	\$30.18
2	50	\$21.90	\$5.32	\$5.29	\$1.03	\$33.54
3	55	\$24.09	\$5.85	\$5.82	\$1.13	\$36.89
4	60	\$26.28	\$6.38	\$6.35	\$1.23	\$40.24
5	65	\$28.47	\$6.92	\$6.88	\$1.33	\$43.60
6	70	\$30.66	\$7.45	\$7.41	\$1.44	\$46.96
7	75	\$32.85	\$7.98	\$7.94	\$1.54	\$50.31
8	80	\$35.04	\$8.51	\$15.42	\$1.64	\$60.61
9	85	\$37.23	\$9.04	\$15.95	\$1.74	\$63.96
10	90	\$39.42	\$9.58	\$16.48	\$1.85	\$67.33

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.27	\$4.79	\$4.76	\$0.92	\$30.74
2	50	\$22.53	\$5.32	\$5.29	\$1.03	\$34.17
3	55	\$24.78	\$5.85	\$5.82	\$1.13	\$37.58
4	60	\$27.03	\$6.38	\$6.35	\$1.23	\$40.99
5	65	\$29.28	\$6.92	\$6.88	\$1.33	\$44.41
6	70	\$31.54	\$7.45	\$7.41	\$1.44	\$47.84
7	75	\$33.79	\$7.98	\$7.94	\$1.54	\$51.25
8	80	\$36.04	\$8.51	\$15.42	\$1.64	\$61.61
9	85	\$38.29	\$9.04	\$15.95	\$1.74	\$65.02
10	90	\$40.55	\$9.58	\$16.48	\$1.85	\$68.46

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	01/01/2024	\$39.24	\$15.07	\$18.67	\$0.00	\$72.98
<i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.53	\$15.07	\$18.67	\$0.00	\$73.27
	06/01/2024	\$40.53	\$15.07	\$18.67	\$0.00	\$74.27
	12/01/2024	\$40.53	\$15.07	\$20.17	\$0.00	\$75.77
	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2023	\$47.43	\$11.45	\$16.61	\$0.00	\$75.49

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 7</i>	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 12/31/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.60	\$7.05	\$0.59	\$0.00	\$27.24
2	45	\$22.05	\$7.05	\$0.66	\$0.00	\$29.76
3	50	\$24.51	\$12.75	\$7.34	\$0.00	\$44.60
4	55	\$26.96	\$12.75	\$7.41	\$0.00	\$47.12
5	65	\$31.86	\$12.75	\$9.52	\$0.00	\$54.13
6	70	\$34.31	\$12.75	\$10.90	\$0.00	\$57.96

Effective Date - 06/30/2024

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

Notes:
Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	02/01/2024	\$61.34	\$11.49	\$23.59	\$0.00	\$96.42
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2024	\$63.44	\$11.49	\$23.59	\$0.00	\$98.52
	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/10/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.67	\$11.49	\$23.59	\$0.00	\$65.75
2	60	\$36.80	\$11.49	\$23.59	\$0.00	\$71.88
3	70	\$42.94	\$11.49	\$23.59	\$0.00	\$78.02
4	80	\$49.07	\$11.49	\$23.59	\$0.00	\$84.15
5	90	\$55.21	\$11.49	\$23.59	\$0.00	\$90.29

Effective Date - 08/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC	02/01/2024	\$62.42	\$11.49	\$23.56	\$0.00	\$97.47
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2024	\$64.52	\$11.49	\$23.56	\$0.00	\$99.57
	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
	08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
	02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
	08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
	02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.21	\$11.49	\$23.56	\$0.00	\$66.26
2	60	\$37.45	\$11.49	\$23.56	\$0.00	\$72.50
3	70	\$43.69	\$11.49	\$23.56	\$0.00	\$78.74
4	80	\$49.94	\$11.49	\$23.56	\$0.00	\$84.99
5	90	\$56.18	\$11.49	\$23.56	\$0.00	\$91.23

Effective Date - 08/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2023	\$48.33	\$9.65	\$18.22	\$0.00	\$76.20
	06/01/2024	\$49.81	\$9.65	\$18.22	\$0.00	\$77.68
	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.82	\$15.07	\$18.67	\$0.00	\$73.56
	06/01/2024	\$40.82	\$15.07	\$18.67	\$0.00	\$74.56
	12/01/2024	\$40.82	\$15.07	\$20.17	\$0.00	\$76.06
	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2023	\$56.56	\$9.65	\$18.67	\$0.00	\$84.88
	06/01/2024	\$58.04	\$9.65	\$18.67	\$0.00	\$86.36
	12/01/2024	\$59.51	\$9.65	\$18.67	\$0.00	\$87.83
	06/01/2025	\$61.01	\$9.65	\$18.67	\$0.00	\$89.33
	12/01/2025	\$62.51	\$9.65	\$18.67	\$0.00	\$90.83
	06/01/2026	\$64.06	\$9.65	\$18.67	\$0.00	\$92.38
	12/01/2026	\$65.56	\$9.65	\$18.67	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2023	\$58.56	\$9.65	\$18.67	\$0.00	\$86.88
	06/01/2024	\$60.04	\$9.65	\$18.67	\$0.00	\$88.36
	12/01/2024	\$61.51	\$9.65	\$18.67	\$0.00	\$89.83
	06/01/2025	\$63.01	\$9.65	\$18.67	\$0.00	\$91.33
	12/01/2025	\$64.51	\$9.65	\$18.67	\$0.00	\$92.83
	06/01/2026	\$66.06	\$9.65	\$18.67	\$0.00	\$94.38
	12/01/2026	\$67.56	\$9.65	\$18.67	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2023	\$48.63	\$9.65	\$18.67	\$0.00	\$76.95
	06/01/2024	\$50.11	\$9.65	\$18.67	\$0.00	\$78.43
	12/01/2024	\$51.58	\$9.65	\$18.67	\$0.00	\$79.90
	06/01/2025	\$53.08	\$9.65	\$18.67	\$0.00	\$81.40
	12/01/2025	\$54.58	\$9.65	\$18.67	\$0.00	\$82.90
	06/01/2026	\$56.13	\$9.65	\$18.67	\$0.00	\$84.45
	12/01/2026	\$57.63	\$9.65	\$18.67	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2023	\$50.63	\$9.65	\$18.67	\$0.00	\$78.95
	06/01/2024	\$52.11	\$9.65	\$18.67	\$0.00	\$80.43
	12/01/2024	\$53.58	\$9.65	\$18.67	\$0.00	\$81.90
	06/01/2025	\$55.08	\$9.65	\$18.67	\$0.00	\$83.40
	12/01/2025	\$56.58	\$9.65	\$18.67	\$0.00	\$84.90
	06/01/2026	\$58.13	\$9.65	\$18.67	\$0.00	\$86.45
	12/01/2026	\$59.63	\$9.65	\$18.67	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.24	\$15.07	\$18.67	\$0.00	\$72.98
	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2023	\$32.37	\$9.65	\$15.60	\$0.00	\$57.62
	06/01/2024	\$33.56	\$9.65	\$15.60	\$0.00	\$58.81
	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENTS OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY
PREVAILING WAGE PROGRAM
www.mass.gov/dos/pw

MITT ROMNEY
Governor
KERRY HEALEY
Lieutenant Governor
JANE C. EDMONDS
Director, DWD
ANGELO R. BUONOPANE
Director, DOL

ROBERT J. PREZIOSO
Commissioner

**The Massachusetts Prevailing Wage Law
M.G.L. c. 149, §§26-27**

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 626-5409, or write to DAT, 19 Stamford Street, Floor 1, P.O. Box 146759, Boston, MA 02114.

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Employee Name & Complete Address	Employee is OSHA 10 Certified (?)	Work Classification	Appr. Rate (%)	Worked							Hours	Project Hours (3)	Hourly Rate (4)	GROSS PAY		Check No. (5)	
				SU.	Mo.	TU.	We.	Th.	Fr.	Sa.				Total Hourly Pay (6)	Total Gross Wages (7)		
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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.

Date received by awarding authority _____



SCOTT HARSHBARGER
ATTORNEY GENERAL

(617) 727-2200

The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place,
Boston, MA 02108-1698

7-27-85

DEAR READER

The Office of the Attorney General, Fair Labor and Business Practices Division, has jurisdiction over all public bid procedures and hearings and is also charged with enforcement of the prevailing wage laws on publicly funded projects. This office will monitor the awarding of contracts and will conduct random inspections to insure payroll records are being submitted and prevailing wage is being paid.

General Laws c. 149, section 27 allows the Attorney General, after an investigation and hearing, to halt a project for noncompliance with the prevailing wage laws. The contractor or subcontractor cannot resume work until a bond has been posted in the amount of such penal sum as determined by the Attorney General.

In an attempt to educate awarding authorities and contractors on public works projects, insure compliance with these statutes, and prevent costly delays, two brochures, entitled "An Important Guide for Contractors Doing Public Works Projects in Massachusetts" and "An important guide for Awarding Authorities" have been drafted in conjunction with the Department of Labor and Industries. Enclosed please find a copy of each brochure. These guides should prove helpful as they detail the procedures that must be utilized in the awarding of all publicly funded contracts. A copy of the contractors brochure will be submitted to each person or firm receiving plans and specifications for a project.

If you have any questions, please contact this office at (617) 727-3065. Thank you in advance for your anticipated cooperation.

Sincerely,

Brian Burke
Brian Burke
Assistant Attorney General

- ◆ Charitable Contributions
- ◆ Worker's Compensation
- ◆ Unemployment Insurance
- ◆ Uniforms

Overtime, which must be paid to all employees who work more than 40 hours per week, shall be at least time-and-one-half the base rate ("total rate" less benefits, if any).

Any "separate check" given to an employee as the "benefit portion" of the prevailing wage may not be treated differently than the check for "base wages." All "separate checks" are considered wages and subject to state and federal taxes, unemployment insurance and worker's compensation requirements.

PAYROLL RECORDS

Employers are required to submit weekly certified payroll reports to the awarding authority and keep them on file for three years. A reporting form is sent along with each wage schedule that may be used. Each report must contain at least: the employee's name, address, occupational classification, hours worked and wages paid. Do not submit weekly payroll reports to DLI.

After each contractor completes its portion of the public works project, the contractor must submit a Statement of Compliance to DLI. A Statement of Compliance form is also sent along with each wage schedule issued.

APPRENTICES

If your company employs apprentices, they must be registered with the Division of Apprentice Training. All persons not registered with DAT must be paid the "total rate" listed on the wage schedule. An apprentice sheet showing percentages based on the apprentice steps is included with all wage schedules.

PENALTIES

Failure to pay the prevailing wage subjects the contractor to potential civil and criminal liability.

Wage schedules are issued by:
 MA Dept. of Labor & Industries
 100 Cambridge St., 11th Fl.
 Boston, MA 02202
 (617) 727-3492

Enforcement is carried out by:
 Office of the Attorney General,
 Fair Labor & Business Practices Div.
 200 Portland Street

Boston, MA 02114
 (617) 727-2200

THE
 MASSACHUSETTS
 PREVAILING WAGE
 LAW
 (MGL c149, §§26-27H)



AN IMPORTANT
 GUIDE FOR
 CONTRACTORS
 DOING PUBLIC WORKS
 PROJECTS
 IN
 MASSACHUSETTS

**OFFICE OF THE
ATTORNEY GENERAL
SCOTT HARSHBARGER**



**DIVISION OF FAIR LABOR
AND BUSINESS PRACTICES
CRIMINAL BUREAU**

ADVISORY

April 8, 1994

**Office of the
Attorney General
Saltonstall Building
Room 1101
100 Cambridge Street
Boston, MA 02202**



SCOTT HARSHBARGER
ATTORNEY GENERAL

817 787-2200

The Commonwealth of Massachusetts

Office of the Attorney General

One Ashburton Place,

Boston, MA 02108-1698

**An Advisory from The Office of The Attorney General's
Fair Labor and Business Practices Division
to the Cities, Towns, Municipalities and Awarding Authorities
throughout the Commonwealth of Massachusetts**

On September 28, 1993, the Massachusetts State Legislature transferred many of the duties performed by the Department of Labor and Industries to the Office of the Attorney General. At the time of the transfer the State Legislature made several important changes to Massachusetts General Laws Chapter 149. One amendment was to M.G.L. c. 149, § 27B. This revised statute now requires every contractor or subcontractor on public works projects to submit a certified payroll to the awarding authority every week. This is an important new enforcement tool to ensure compliance with the prevailing wage law.

REVIEW OF CERTIFIED WEEKLY PAYROLL

In order for this legislation to be effective, awarding authorities must review and monitor these submissions on a weekly basis. It is the position of the Attorney General's Office that failure by an awarding authority to ensure compliance with this new law frustrates the Legislature's intent to prevent the non-payment of prevailing wage on public works projects. An awarding authority must take an active role in monitoring payroll

REVIEWING BIDS

Awarding authorities should also prevent potential prevailing wage violations by conducting hearings on bids that are significantly below the average bid price submitted on a project. Such bids raise a serious question as to the ability of the contractor to pay the prevailing wage, comply with Massachusetts laws, and successfully complete the project. Case law permits awarding authorities to make findings of fact; and such determinations shall not be overturned by the courts or any reviewing agency provided the determination was not made in an arbitrary, capricious or illegal manner. See Capuano v. School Building Committee of Wilbraham, 330 Mass. 494 (1953).

Historically, D.L.I. has supported this position. See D.L.I. Decision, July 31, 1991, University of Massachusetts Polymer Research Laboratory.

Weeding out irresponsible bids will prevent unnecessary and ultimately costly delays. The Commonwealth is covered with public works jobs that remain dormant and unfinished because of irresponsible contractors who could easily have been detected by using this process.

Through these preliminary hearings, the contractors must demonstrate to the awarding authorities and its architects how it could complete the project at the bid price and comply with Massachusetts State Laws. Failure to make such a showing would allow the awarding authority to reject the bid. Such action by the awarding authority, absent arbitrary, capricious or illegal

Certain information should be deleted or blackened out prior to making the payroll documents available to those who request them in order to protect the privacy rights of named individuals. Sensitive information, such as social security number, date of birth, unusual reason for a deduction, i.e., child support, may be deleted or blackened out. Information such as name, address, classification, hours worked, base pay and regular deductions must be made available.

Public construction is one of the essential functions of any governmental body. Through your assistance you can assure that public works projects are performed legally, efficiently and economically, upholding both the rights of those citizens who work on the project and those of your community who will benefit when the project is completed.

ATTACHMENT "A"
TECHNICAL SPECIFICATIONS

SPECIAL PROVISIONS

All work under this contract shall be done in conformance with the Massachusetts Department of Transportation (MassDOT) *Standard Specifications for Highways and Bridges* dated 2024 (and latest supplements); the October 2017 *Construction Standard Details*, the 1996 *Construction and Traffic Standard Details* (as relates to traffic standard details only); 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 edition of *American Standard for Nursery Stock*; the Plans and these Special Provisions.

Plans and Specifications for the work on this improvement project refer to those drawings and documents prepared by the design engineer, Fuss & O'Neill, Inc., Consulting Engineers, 1550 Main Street Suite 400 Springfield, MA 01103, Tel. 413 452-0445.

The Department (or Owner) in these Special Provisions refers to the City of Pittsfield, in part being the Department of Public Works, the public body or authority, corporation, association, firm or person with whom the Contractor has entered into an agreement and for whom the work is to be provided.

The Engineer referred to in these Special Provisions shall mean the engineer employed at the site by The Owner, or other duly authorized engineer representing The Owner.

Any City of Pittsfield General Conditions, Supplementary Conditions and Special Provisions shall take precedence over the General Requirements of Division 1 of the Standard Specifications of the MassDOT.

PROSECUTION OF WORK AND PROVISIONS FOR TRAVEL

Before starting any work under this contract, the Contractor shall submit to the Engineer for approval a Schedule of Operations as provided in Section 8.02. The work schedule shall include a plan of his construction procedures and the safety measures he will use during the prosecution of the work as set forth in Section 850 of the Standard Specifications for Highways and Bridges.

The proposed safety measures shall include the temporary barricades, signs, cones, drums and other safety and traffic control devices to be employed during each stage and time period of the work to maintain and protect traffic and access to abutting properties. These measures may also include removal and resetting of these devices.

As necessary and/or as directed by the Engineer, uniformed traffic police shall be employed for the protection and maintenance of traffic. Reasonable facilities shall be provided by the Contractor for the convenient and safe passage of pedestrians and vehicles through the project and also to and from properties abutting the site of improvement.

The Contractor shall schedule his operations to minimize interruption to the normal flow of traffic at all times during the period of time required for the completion of the work. Only one-half of the roadway may be closed to traffic at any given time unless directed by the Engineer.

Attention is further directed to the following provisions unless otherwise directed by the Engineer.

1. Alternate one-way traffic will be permitted only during working hours with traffic officers present

and off hours with temporary signals in place.

2. Pedestrian access to all buildings shall be maintained at all times.
3. No detouring of traffic shall be allowed without written permission of the City. Trucks shall not be excluded from any detour roadway.
4. The Fire Department and Police Department shall be notified 48 hours prior to the start of any work that will affect the operations of their departments (e.g. the partial street closures, trenching, etc.).

Particular care should be taken to establish and maintain methods and procedures that will not create unnecessary or unusual hazards to public safety. Work areas on this project shall not be left overnight without adequate safety precautions. A sufficient number of traffic cones, drums, barricades, temporary signals and hazard warning light devices shall be placed and maintained as necessary and as directed by the Engineer.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

PROCEDURES FOR SHOP DRAWINGS SUBMITTAL

The following procedures shall be followed when making Shop Drawings submittals for this Project:

1. The Prime Contractor shall submit electronically all drawings directly to the Department's field representative to be forwarded to the appropriate parties for preliminary review.
2. A written reply will be forwarded to the Prime Contractor, within 14 days of receipt.
3. If the reply indicates rejection or advice corrections or additions to the drawings, Steps 1 and 2 are repeated until the approval will be given.
4. The Contractor shall take care that every separate document in each set of every submittal shall carry the following identifying information:

Information Required

- a) Community name of Project.
- b) Federal or State Aid Project Number, if applicable.
- c) Identifying item number from proposal, if applicable.
- d) Locations where material is proposed to be used, if applicable.
- e) Name of submitting Contractor.
- f) Personal signature and title of an official of the Prime Contractor
- g) Authorized to make shop drawing submittals.
- h) Date of signature or submittal.

The Contractor shall not receive payment for, nor shall he be allowed to install any item or materials that require shop drawings approval unless and until he receives shop drawing approval for that item as detailed above.

STEEL PLATES IN CONSTRUCTION ZONES

At the end of each working day where trenches in areas of public travel are covered with steel plates, each edge of such plates shall either be beveled or protected by a slope of 2-feet horizontally to 1-inch vertically. Any temporary patching materials and their maintenance and removal will be considered incidental to the Item involved with no separate payment.

PLANS

The Contractor shall furnish all changes made during the construction period to the Design Engineer prior to the date of final acceptance for incorporation into "AS BUILT" plans and signal permits.

COOPERATION OF THE CONTRACTOR

Agents of various public service agencies, municipal and State departments may be entering on the work site to remove existing facilities, to construct or place new facilities or to make alterations to existing facilities.

The Contractor shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

PROTECTION OF UNDERGROUND FACILITIES

The Contractor shall make his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of his operations.

The Contractor shall notify "Mass. DIG SAFE" and procure a DIG SAFE number of each location prior to disturbing ground in any way.

"DIG-SAFE" Call Center: Telephone 1-888-DIG-SAFE (1-888-344-7233)

PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls or other structures, shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. He shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to the commencement of work.

In case of damage to utilities, the Contractor shall promptly notify the Owner and shall, if requested by the Engineer, furnish laborers to work temporarily under the Owner's direction in

providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the utility company that suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefore.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable in the judgment of the Engineer, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the

Department will, as soon thereafter as it reasonably can, cause the position of the utilities to be changed or take such other action as it deems suitable and proper.

If live service connections are to be interrupted by excavation of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall also be plugged off or otherwise made secure by the utility company involved.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in protecting or repairing property as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore

PREVENTION OF WATER POLLUTION - SANITARY PROVISIONS (Supplementing Subsection 7.02)

During the performance of all Work done under this contract, the Contractor shall adopt such precautions in the conduct of his operations as may be necessary to avoid contaminating water in adjacent streams, pond or channel areas. All moving of equipment and other operations likely to create silting, shall be so planned and conducted as to minimize pollution in adjacent streams, pond or channel areas. Water used for any purpose by the Contractor, which has been contaminated with soil, bitumen, salt or other pollutants shall be so discharged as to avoid affecting nearby waters. Under no circumstances shall the Contractor discharge pollutants directly into any stream or pond area.

When the Contractor uses water from natural sources for any of his operations, intake methods shall be such as to avoid contaminating the source of supply and maintain adequate downstream flow when the source is a stream.

SAWCUTS

Sawcuts shall be made in the existing pavement at areas of new or reset curb, limits of full depth pavement construction, limits of new sidewalk, limits of existing HMA and new HMA driveways and as specified or shown anywhere else on the contract plans or documents and as directed by the Engineer.

Payment for this work shall be included in the unit price under the applicable items for which the sawcut is associated with. No separate payment shall be made individually for sawcutting.

SHEETING AND BRACING

The Contractor shall furnish, place, and remove (unless otherwise noted) all sheeting and bracing required to support the sides of all trenches or other excavations for this Project.

The Contractor shall be solely responsible for the safety of the workmen and the adjacent facilities from danger of caving and sliding. All work to be done shall be in strict accordance with the Department of Labor, Occupational Safety and Health Administration regulations and suggested practices for construction excavations and/or other applicable codes and regulations. Special precautions shall be taken to guard against any damage to or settlement of pavements, buildings, walls, pipes, ducts or other structures and facilities which are adjacent to the work. The cost of providing and removing sheeting, shoring and bracing shall be included in the cost of the various items of work under this Contract and no additional compensation will be allowed therefore.

EXCAVATION AND PATCHING OF TRENCHES ON PAVED SURFACES

(Supplementing Subsection 801.60)

Whenever the existing pavement or sidewalk is to be disturbed, the existing surface shall be cut in neat true lines by mechanical means along the length of the trench, equally spaced from the center line of the trench and not more than one and one-half (1.50 ft) feet apart. The trench shall then be excavated, conduit placed and backfilled in accordance with MassDOT Specifications and Standard Drawings, to a compacted depth of one and one-half (1.5 in) inches below the existing surface. The trench will then be patched temporarily with one and one-half (1.5 in) inches of hot mix asphalt placed in one course, unless otherwise approved by the Engineer.

Permanent patching will not begin until, in the Engineer's judgment, final compaction and settlement of the trench area has taken place.

All abutting edges of existing pavement shall be painted with Bitumen (RS-1), immediately prior to placement of permanent patch. All trenches shall be maintained at all times from inception until final acceptance of the project.

MATERIAL REMOVED AND STACKED

Material to be stacked, as designated by the Engineer, shall remain the property of the City of Pittsfield and its disposition will be at the sole discretion of the City of Pittsfield's representative.

DISPOSAL OF EXCAVATION MATERIAL

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 disposed of by him outside the location subject to the regulations and requirements of local authorities governing the disposal of such materials, at no additional compensation.

DISPOSAL OF SURPLUS MATERIALS

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site during the construction period and legally disposed of. No separate payment will be made for this work, but all costs in connection there with shall be included in the prices bid for various contract items.

MATERIAL OPTIONS

In the case of all option items, as listed in the proposal, the Contractor shall inform the Engineer of his option prior to the installation of the material. Once the option is designated, all material for a particular item shall remain the same throughout the job.

MAINTENANCE AND CLEANING OF ROADS

Existing roadways intended to be used for hauling earth and rock excavated materials shall be cleaned and maintained by the Contractor during the length of the Project. If necessary, the Contractor shall be responsible for providing street sweepers and operators for sweeping of haul road paved surfaces. Sweeping services shall be provided on an hourly basis at the discretion of Engineer. Street sweepers shall be self-propelled, diesel powered units with brushes and a water spray, less than three years old. The Contractor shall remove debris from the work area and deposit sweepings at locations as directed by the Engineer. The Contractor shall also be responsible for repairing roadways and bridges damaged by construction vehicles. Payment for maintenance and cleaning of roads will not be paid for separately but shall be considered incidental to the contract.

PRESERVATION OF ROADSIDE GROWTH

The Contractor shall take all necessary care when excavating or working in the vicinity of existing trees so that the root systems, trunks and branches are not damaged. All precautions shall be taken to insure that heavy equipment does not damage any roots, including those that lie below the limits of excavation. Do not store equipment or stockpile materials within drip line of trees or in areas enclosed by tree protection fencing.

Extreme care shall be exercised during excavation operations beneath the canopy of trees designated to be preserved. All excavation within ten feet of designated trees shall be performed by hand labor to preserve the root system of the tree.

Avoid any direct soil contamination in root zone area by petroleum, petroleum products or solvents, salts or any other pollutant during construction.

All cutting or trimming of trees to be preserved shall be executed by a Massachusetts Certified Arborist. The Contractor shall provide the Engineer with a copy of the certification prior to any work on trees.

Trees that, in the judgment of the Engineer, have been irreparably damaged by the Contractor shall be replaced in kind and in size, or, with a quantity of 2" caliper replacement trees (the quantity of which shall be determined by the Engineer) such that the cumulative caliper of the replacement trees will be up to the equivalent of diameter of the lost tree at breast height. Cost of replacement trees shall be paid by the Contractor.

Cost of removal of destroyed tree, including roots and stump, as well as the cost of replacement trees, shall be paid for by the Contractor.

OIL AND HAZARDOUS MATERIAL SPILL PREVENTION

Measures must be taken by the Contractor to prevent spills and leaks of oils and other hazardous

materials to the environment. Such measures include but are not limited to properly maintaining construction equipment, establishing fuel and hazardous material handling areas that are designed to prevent releases to the environment (include containment structures if needed), instructing personnel in proper waste handling procedures and strictly prohibiting disposal into drains, water ways or receptacles, such as dumpsters, designed for non-hazardous waste. Spills or leaks of oil or hazardous materials must be reported to the DEP in accordance with the reportable quantities and criteria for "spills" as designed by the DEP in 310 CMR40.370.

Notification to the Engineer and to DEP must be made as soon as possible, but not more than two (2) hours after a spill or leak occurs.

ARCHITECTURAL ACCESS BOARD TOLERANCES

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations and standards.

All construction elements in this project associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB). These construction elements shall also be in conformance with ADA requirements of detect ability. Detectable warning surfaces shall be 2 feet wide square-pattern truncated dome surfaces setback 6 inches from the gutter line.

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions.

Contractors shall establish grade elevations at all wheel chair ramp locations, and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).

All pedestrian curb ramp joints and transition sections which define grade changes shall be formed, staked and checked prior to placing cement concrete. All grade changes are to be made at joints.

STANDARD SPECIFICATIONS

Item numbers and item descriptions noted in the Standard Specifications below refer to MassDOT Standard Specification items as contained in the "STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES", dated 2024 and all Subsequent Supplements, Errata and Addenda. Accordingly, these Standard Specifications are incorporated herein by reference.

<u>ITEM 101.</u>	<u>CLEARING AND GRUBBING</u>	<u>A</u>
<u>ITEM 120.</u>	<u>EARTH EXCAVATION</u>	<u>CY</u>
<u>ITEM 141.1</u>	<u>TEST PIT FOR EXPLORATION</u>	<u>CY</u>
<u>ITEM 143.</u>	<u>CHANNEL EXCAVATION</u>	<u>CY</u>
<u>ITEM 144.</u>	<u>CLASS B ROCK EXCAVATION</u>	<u>CY</u>
<u>ITEM 146.</u>	<u>DRAINAGE STRUCTURE REMOVED</u>	<u>EA</u>
<u>ITEM 151.</u>	<u>GRAVEL BORROW</u>	<u>CY</u>
<u>ITEM 151.2</u>	<u>GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES</u>	<u>CY</u>
<u>ITEM 156.</u>	<u>CRUSHED STONE</u>	<u>TON</u>
<u>ITEM 201.</u>	<u>CATCH BASIN</u>	<u>EA</u>
<u>ITEM 202.</u>	<u>MANHOLE</u>	<u>EA</u>
<u>ITEM 220.</u>	<u>DRAINAGE STRUCTURE ADJUSTED</u>	<u>EA</u>
<u>ITEM 220.7</u>	<u>SANITARY STRUCTURES ADJUSTED</u>	<u>EA</u>
<u>ITEM 227.4</u>	<u>MASONRY PLUG</u>	<u>SF</u>
<u>ITEM 241.12</u>	<u>12 INCH REINFORCED CONCRETE PIPE CLASS III</u>	<u>FT</u>
<u>ITEM 415.1.</u>	<u>PAVEMENT STANDARD MILLING</u>	<u>SF</u>
<u>ITEM 402.</u>	<u>DENSE GRADED CURHSED STONE FOR SUB-BASE</u>	<u>CY</u>
<u>ITEM 402.</u>	<u>DENSE GRADED CRUSHED STONE FOR SUB-BASE</u>	<u>CY</u>
<u>ITEM 415.</u>	<u>PAVEMENT STANDARD MILLING</u>	<u>GAL</u>
<u>ITEM 450.23</u>	<u>SUPERPAVE SURFACE COURSE – 12.5 (SSC – 12.5)</u>	<u>TON</u>
<u>ITEM 450.32</u>	<u>SUPERPAVE INTERMEDIATE COURSE – 19.0 (SIC – 19.0)</u>	<u>TON</u>
<u>ITEM 452.</u>	<u>ASPHALT EMULSION FOR TACK COAT</u>	<u>GAL</u>
<u>ITEM 453.</u>	<u>HMA JOINT ADHESIVE</u>	<u>FT</u>
<u>ITEM 482.3</u>	<u>SAWCUTTING ASPHALT PAVEMENT</u>	<u>FT</u>
<u>ITEM 482.4</u>	<u>SAWCUTTING PORTLAND CEMENT CONCRETE</u>	<u>FT</u>
<u>ITEM 506.</u>	<u>GRANITE CURB TYPE VB - STRAIGHT</u>	<u>FT</u>
<u>ITEM 514</u>	<u>GRANITE CURB INLET - STRAIGHT</u>	<u>EA</u>
<u>ITEM 570.2</u>	<u>HOT MIX ASPHALT CURB TYPE II</u>	<u>FT</u>
<u>ITEM 627.82</u>	<u>GUADRAIL FLARED END TREATMENT</u>	<u>EA</u>
<u>ITEM 628.24</u>	<u>TRANSITION TO BRIDGE RAIL</u>	<u>EA</u>
<u>ITEM 628.304</u>	<u>TEMPORARY IMPACT ATTENUATOR, NON-REDIRECTIVE, TL-2</u>	<u>EA</u>
<u>ITEM 628.4</u>	<u>TEMPORARY IMPACT ATTENUATOR, REMOVE AND RESET</u>	<u>EA</u>
<u>ITEM 697.</u>	<u>SEDIMENTATION FENCE</u>	<u>FT</u>
<u>ITEM 748.</u>	<u>MOBILIZATION</u>	<u>LS</u>
<u>ITEM 751.</u>	<u>LOAM FOR ROADSIDES</u>	<u>CY</u>

<u>ITEM 765.</u>	<u>SEEDING</u>	<u>SY</u>
<u>ITEM 833.7</u>	<u>DELINIATION FOR GUARDRAIL TERMINAL</u>	<u>EA</u>
<u>ITEM 851.1</u>	<u>TRAFFIC CONES FOR TRAFFIC MANAGEMENT</u>	<u>DAY</u>
<u>ITEM 852.</u>	<u>SAFETY SIGNING FOR TRAFFIC MANAGEMENT</u>	<u>SF</u>
<u>ITEM 853.1</u>	<u>PORTABLE BREAKAWAY BARRICADE TYPE III</u>	<u>EA</u>
<u>ITEM 853.21</u>	<u>TEMPORARY BARRIER REMOVED AND RESET</u>	<u>FT</u>
<u>ITEM 853.23</u>	<u>TEMPORARY BARRIER (TL-3)</u>	<u>FT</u>
<u>ITEM 854.016</u>	<u>TEMPORARY PAVING MARKINGS –</u>	
	<u>6 INCH (PAINTED)</u>	<u>FT</u>
<u>ITEM 854.1</u>	<u>PAVEMENT MARKING REMOVAL</u>	<u>SF</u>
<u>ITEM 856.12</u>	<u>PORTABLE CHANGEABLE MESSAGE SIGN</u>	<u>DAY</u>
<u>ITEM 859.</u>	<u>REFLECTORIZED DRUM</u>	<u>DAY</u>
<u>ITEM 866.106</u>	<u>6 INCH REFLECTORIZED WHITE LINE</u>	
	<u>(THERMOPLASTIC)</u>	<u>FT</u>
<u>ITEM 866.112</u>	<u>12 INCH REFLECTORIZED WHITE LINE</u>	
	<u>(THERMOPLASTIC)</u>	<u>FT</u>
<u>ITEM 867.106</u>	<u>6 INCH REFLECTORIZED YELLOW LINE</u>	
	<u>(THERMOPLASTIC)</u>	<u>FT</u>
<u>ITEM 983.1</u>	<u>RIPRAP</u>	<u>TON</u>

SUPPLEMENTAL SPECIFICATIONS: Pecks Road

<u>ITEM 115.1</u>	<u>DEMOLITION OF SUPERSTRUCTURE OF</u>	<u>LUMP SUM</u>
	<u>BRIDGE P-10-048</u>	

The work under this Item shall conform to the applicable provisions of Section 114 of the Standard Specifications and the following:

GENERAL

The demolition work under this item shall consist of the bridge superstructure elements, including but not limited to the decking components and steel framing.

The Contractor shall develop and design a protective shielding / debris containment system. The work of this Item also includes environmental protection and waste disposal. All debris, including used water if applicable, shall be collected and legally disposed of. The Contractor shall implement and maintain programs and procedures that comply with the requirements of these specifications and all applicable standards and regulations. The Contractor shall comply with all applicable regulations even if the regulation is not specifically referenced herein. If a Federal, State or local regulation is more restrictive than the regulations of these specifications, follow the more restrictive requirement. All costs for protective shielding shall be considered incidental to this item.

It is not guaranteed that the bridge materials will actually coincide with any descriptions contained herein or represented on Drawings. The Contractor must visit the bridge site prior to submitting bids to get familiar with the scope of work and bridge condition. No additional compensation, other than

the lump sum price bid for this Item, shall be made if the materials or work provided is different than that inferred or described herein or shown on the drawings.

All materials, labor, and equipment required to demolish and dispose of the existing superstructure for Bridge No. P-10-048, as well as the design, installation, maintenance and removal of temporary earth supports, false-work, shall be considered incidental to this item. All demolition materials and debris shall become the property of the Contractor. The Contractor shall dispose the material outside and away from the site in an appropriate location. The Contractor shall notify the Engineer at the site intended for disposal prior to any disposal activity.

SUBMITTALS

Prior to the start of work, the Contractor shall submit Demolition Plans and Calculations, for review and approval by the Engineer, that conform to the same requirements as steel erection submittals, listed under Section 960 of the Standard Specifications. The Demolition Plans and Calculations shall be designed and stamped by a Professional Engineer (Structural) registered in Massachusetts. The plans shall indicate the type, size, and dimensions of all materials and equipment to be used for temporary earth support, falsework, and protective shielding / debris containment systems. The contractor shall indicate his proposed methods of demolition and removal with a sequence and schedule of operations.

The contractor shall also submit a plan showing crane set-up locations, operating radii and heights, crane capacity, etc. for approval by the Engineer. No work shall commence until the Engineer has given written approval of the method of demolition and the proposed protective shielding / debris containment system.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Demolition of Superstructure of Bridge No. P-10-048 will be paid for at the contract lump sum price, which shall constitute full compensation for all materials, labor, transportation, equipment, temporary earth supports, protective shielding and all incidentals necessary for the complete and safe demolition and removal of the bridge superstructure.

The contractor will make his/her own investigation of the structure to be demolished including the materials that are part of, or may be stored in the structure. No increase will be made to the bid price due to the nature of the materials involved in the demolition. All costs for permits, dump fees, special handling of hazardous materials, etcetera, shall be included in the bid price of the demolition item.

ITEM 140.01

BRIDGE EXCAVATION

CY

The work under this Item shall conform to the applicable provisions of Sections 112, 120, and 140 of the Standard Specifications and the following:

GENERAL

The demolition work under this item shall consist of removal and disposal of bridge substructure materials to achieve necessary grades to install new bridge footings and other proposed substructure elements. Items removed shall include reinforced concrete abutments and footings.

The perimeter of all areas of Reinforced Concrete Excavation adjacent to existing concrete to remain (temporarily for staged removal) shall be sawcut to a depth of 1-inch. Sawcuts shall be considered incidental and shall not be measured for payment separately. Care shall be taken so as not to cut any reinforcing bars which are identified for reuse.

Also included as incidental to this item shall be the roughening of existing concrete surfaces if needed to place new concrete (such as leveling pad for footings) as directed by the Engineer. All excavated materials shall become the property of the Contractor and be removed and disposed from the job site.

SUBMITTALS

Prior to the start of work, the Contractor shall submit Demolition Plans and calculations for review and approval by the Engineer. Plans and calculations shall include the portions of substructure to be removed. The procedure shall meet the requirements for a submittal of a demolition procedure contained under Item 115.1 Demolition of Superstructure of Bridge No. P-10-048 of these Special Provisions. Contractor shall include any calculations needed for temporary earth support to maintain traffic.

CONSTRUCTION METHODS

During the prosecution of the work under this Item, the Engineer may reject the use of any method or equipment that causes undue vibration or possible damage to the remaining structure. No debris from any excavation shall fall into Onota Brook and sloped areas adjacent to the abutments. The Contractor shall perform all excavation in such a manner as to maintain the safety of traffic operating in the vicinity. All temporary protective shielding and work platforms required for the safe performance of this work, outside of that provided under Item 115.1, shall be considered as incidental to this Item.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 140.01 - Bridge Excavation shall be measured for payment by the number of cubic yards of material excavated, as determined by field measurements conducted by the Contractor and verified by the Engineer.

Item 140.01 - Bridge Excavation shall be paid for at the contract bid price per CUBIC YARD. Said price shall constitute full payment for excavation, saw cutting, removal, and satisfactory off-site

disposal of all excavated materials, including reinforced concrete. Said price shall also include the furnishing of all tools, labor, equipment, temporary earth support and transportation and all incidental work required to properly execute the work in accordance with these specifications and to the satisfaction of the Engineer.

ITEM 170.1 **FINE GRADING AND COMPACTING** **SY**
SUBGRADE AREA

Work under the above items shall conform to the relevant provisions for Item 170. Fine Grading and Compacting – Subgrade Area of the MassDOT 2024 Standard Specifications for Highways & Bridges.

METHOD OF MEASUREMENT

The method of measurement under these Items shall conform to the relevant provisions for Item 170. Fine Grading and Compacting – Subgrade Area of the MassDOT 2024 Standard Specifications for Highways & Bridges.

BASIS OF PAYMENT

The basis of payment under these Items shall conform to the relevant provisions for Item 170. Fine Grading and Compacting – Subgrade Area of the MassDOT 2024 Standard Specifications for Highways & Bridges.

ITEM 222.31 **FRAME AND GRATE MUNICIPAL STANDARD** **EACH**
ITEM 222.32 **FRAME AND COVER MUNICIPAL STANDARD** **EACH**

The Work under these Items shall be in accordance with the relevant provisions of Section 220, and to the requirements and standard practices of the Pittsfield Water Dept.

Work under these items shall consist of placing new castings.
The concrete collar shall be brought up only to a height which will allow 4 inches of bituminous concrete to be placed above the collar. The concrete for collars is to be 4000 psi - 3/4" cement concrete (High Early Strength) and will be considered incidental to the respective items. Hot Mix Asphalt hand work that is required above the collars, up to the underside grade of the proposed paved surface course will be paid for under Item 472., Temporary Asphalt Patching.

Structure frames and covers shall meet the specifications of the City of Pittsfield Department of Public Works Standards, and the Pittsfield Water Dept. installation process.

METHOD OF MEASUREMENT

Measurement for Items 222.31 & 222.32 will be made by the unit each complete in place.

BASIS OF PAYMENT

Items 222.31 & 222.32 will be paid for at the contract unit price, Each, which price shall include full compensation for all labor, equipment, materials, and incidentals necessary for the satisfactory completion of the work.

ITEM 594.1

ASPHALT CURBING REMOVED

FT

Work under this Item shall conform to the requirements of Section 580 of the Standard Specifications and the following:

All curb or edging removed shall be discarded per the direction of the Engineer.

The Contractor is responsible for notifying the City representative when the curbing will be removed.

CONSTRUCTION METHODS

The existing pavement to be sawcut as shown on Construction Details. Existing asphalt and curbing to be removed and disposed.

BASIS OF PAYMENT

The quantity of curb or edging removed and stacked to be paid for will be the length actually removed and disposed as measured along the face of the curb in place prior to removal.

ITEM 627.2

W-BEAM END SECTION (ROUNDED)

EA

Work under this Item shall conform to the requirements of Section 601 of the Standard Specifications and the following:

Work under these items shall consist of W-BEAM END SECTION (ROUNDED) installation complete in place.

CONSTRUCTION METHODS

Install per Section 601 of the Standard Specifications and manufacturers instructions.

BASIS OF PAYMENT

W-BEAM END SECTION (ROUNDED) will be measured and paid at the Contract unit price per each, complete in place, which price shall include all labor, materials, fasteners, w-beam terminal connectors, equipment, and incidental costs required to complete the work.

Guardrail delineators shall be considered incidental to the cost of the guardrail, guardrail end treatment or w-beam end sections.

ITEM 697.1

SILT SACK

EACH

Work under this item shall conform to the relevant provisions of Sections 227 and 670 of the Standard Specifications and the following:

The work under this item includes the furnishing, installation, maintenance, and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

CONSTRUCTION

Silt sacks shall be installed in retained existing catch basins and drop inlets within the project limits and as required by the Resident Engineer.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Engineer.

Silt sacks shall remain in place until the placement of the pavement overlay or top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and disposed of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the Department.

When emptying the silt sack, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device. All debris accumulated in silt sacks shall be handled and disposed of as specified in Section 227 of the Standard Specifications Massachusetts Department of Transportation Highway Division

COMPENSATION

Silt sacks will be measured and paid at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment, and incidental costs required to complete the work. No separate payment will be made for removal and disposal of the sediment from the insert, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 701. CEMENT CONCRETE SIDEWALK SQUARE YARD

DESCRIPTION AND PROSECUTION OF WORK

The work under these items shall conform to the relevant provisions of Section 700 and Subsection 701 and the following:

In addition to the requirements of Section 700 the work shall include the application of a liquid penetrant/sealer to protect concrete surfaces from chloride intrusion. The material shall meet the requirements of section M 9.15.0 and appear on the most current version of the Qualified Construction Materials List (QCML) for penetrating sealer found at:

<https://www.mass.gov/qualified-construction-materials-list-qcml>

702.30: General Materials shall meet the requirements specified in the following Subsections of Division III, Materials:

- Gravel Borrow, Type b.....M1.03.0
- Asphalt Release AgentsM3.01.6
- HMA for Driveways, Sidewalks, Berm, and Curb.....M3.07.0
- Hot Mix Asphalt Production Facility.....M3.12.0
- Hot Mix Asphalt Materials Testing Laboratory and EquipmentM3.13.0
- Deformed-Steel Welded Wire Reinforcement..... ASTM A 497/A 497M, flat sheet
- Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from galvanized steel wire into flat sheets
- Plain-Steel Wire: ASTM A 82/A 82M, as drawn

The concrete mix design shall be submitted and approved by the City of Pittsfield before the start of construction.

CONSTRUCTION METHODS

Application of the penetrant/sealer shall be done in accordance with the manufacturer’s instructions which shall be submitted to the Engineer 30 days in advance of any work done under these items. Unless otherwise allowed by the manufacturer’s instructions all concrete shall be fully cured, clean, dry, and have no chemical films or coatings applied before application of the penetrant/sealer.

Concrete placed under these items shall be cured using a 3 day moist cure. Curing compounds will not be allowed. Following the moist cure the concrete shall be cured for an additional length of time as required by the manufacturer before applying the penetrant/sealer, typically 28 days. No concrete shall be poured when air temperatures are below or expected to drop below 40 degrees Fahrenheit.

Detectable Tactile warning surface shall conform to the requirements of MassDOT as shown on the 2017 Massachusetts Department of Transportation Highway Division Construction Standard Details, Drawing Number E 107.6.5 and shall be **“brick red” in color**.

No separate payment will be made for the detectable warning panels, but all costs in connection therewith shall be included in the unit price bid.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Items will be measured and paid for at the contract unit price per square yard which shall include all labor, equipment, and materials per standard detail in the contract plans, for the specified thickness and includes welded wire mesh, required to complete the work. Payment for the penetrant/sealer will be incidental to the work and no additional compensation will be made.

ITEM 767.121

SEDIMENT CONTROL BARRIER

FOOT

The work under this item shall conform to the relevant provisions of Sections 751 and 767 of the Standard Specifications and Section 670 of the Standard Supplemental Specifications and shall include the furnishing and placement of a sediment control barrier. Sediment Control Barrier shall be installed prior to disturbing upslope soil.

The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barrier may be used to contain stockpile sediments, to break slope length, and to slow or prevent up gradient water or water off road surfaces from flowing into a work zone. Contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff.

Twelve-inch diameter (after installation) compost filter tubes are intended to be the primary sedimentation control barrier.

For small areas of disturbance with minimal slope and slope length, the Engineer may approve the following sediment control methods;

- Straw tubes/wattles which shall be trenched
- Straw bales which shall be trenched

Additional barriers (adding depth or height) shall be used at specific locations of concentrated flow such as at gully points, steep slopes, or identified failure points in the sediment capture line.

Where specified or required by permits, silt fence shall be used in addition to compost filter tubes or straw bales and shall be incidental to the item.

MATERIALS AND CONSTRUCTION

Prior to initial placement of barriers, the Contractor and the Engineer shall review locations specified on the plans to ensure that the placement will provide maximum effectiveness.

Barriers shall be staked, trenched and/or wedged as specified herein and shall be securely in contact with existing soil such that there is no flow beneath the barrier.

Compost Filter Tube

Compost material inside the filter tube shall meet M1.06.0, except for the following: no manure or bio-solids shall be used; no kiln-dried wood or construction debris shall be allowed; material shall pass through a 2-inch sieve; and the C:N ratio shall be disregarded.

Outer tube fabric shall be a knitted mesh with 1/8 - 3/8" openings and made of 100% biodegradable materials (i.e., cotton, hemp or jute).

Compost filter tubes shall be a minimum of 12 inches in diameter installed. Tubes shall be placed, filled, and staked in place as required to ensure stability against water flows. All tubes shall be tamped, but not trenched, to ensure good contact with soil.

Where reinforcement is necessary, additional tubes shall be installed as shown on the plans.

Straw Bales

Straw bales shall conform to the requirements of Section M6.04.3 of the Standard Specifications and the following:

Bales should be a minimum size of 12 x 16 x 36 inches and shall be placed in a single row, lengthwise

on the contour, with ends of adjacent bales tightly abutting one another.

The bales shall be trenched and backfilled. The trench shall be excavated the width of the bale and the length of the proposed barrier to a depth of 4 inches. After the bales are staked the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier.

Straw Wattle

Straw wattle shall be a minimum of 12 inches in diameter. Straw filling shall conform to the requirements of Section M6.04.3, shall be encased in durable netting, and shall have a density of 3 lb/foot.

Straw wattle shall be trenched in 3 inches deep and staked according to the plans. The wattles shall be sufficiently secure on the upstream side to prevent water flowing underneath the wattle.

Stakes

Stakes for anchoring Compost Filter Tubes, Straw Wattles, and Straw Bales shall be as shown on the plans and shall be a minimum of 1x1 inch diameter x 4 feet hardwood stakes.

When used with Silt Fence, stakes for Compost Filter Tubes shall be driven 12 inches into the ground, Stakes for Straw Bales shall be driven 16 inches into the ground.

Stakes of other material of equivalent strength may be used if approved by the Engineer.

MAINTENANCE

Maintenance of Sediment Control Barriers shall be per Section 670.40 of the Standard Supplemental Specifications or per the Stormwater Pollution Prevention Plan (SWPPP).

The contractor shall inspect the sediment barrier after each rain event and as specified in relevant permits to ensure that they are working effectively and as intended. Contractor shall be responsible for ensuring that an effective barrier is in place for all phases of the contract.

Barriers that decompose naturally due to weatherization over time such that they no longer provide the function required shall be repaired or replaced as directed. If the resulting berm of compost within the fabric tube is sufficiently intact and continues to provide water and sediment control, barrier does not necessarily require replacement.

DISMANTLING & REMOVING

Barriers shall be dismantled and/or removed when construction work is complete and when site conditions are sufficiently stable to prevent surface erosion and after receiving permission to do so from the Engineer.

For all instances, all nonbiodegradable material, including photo-biodegradable fabric, plastic netting, nylon twine, and silt fence, shall be removed and disposed off-site by the Contractor regardless of site context.

For naturalized areas, biodegradable, natural fabric, and material may be left in place to decompose on-site. Compost filter tubes may be left as they are with stakes removed. Straw bales shall be broken down and spread evenly. All nylon or nonbiodegradable twine shall be removed along with silt fence. Wooden stakes may be left on site, placed neatly and discretely.

In urban, residential, and other locations where aesthetics is a concern, the following shall apply:

- Filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (similar to a soil amendment or mulch). Not more than a 2-inch depth shall be left on soil substrate.
- Straw bales shall be removed and disposed off-site by the Contractor. Areas of trenching shall be raked smooth and disturbed soils stabilized with a seed mix matching adjacent grasses (i.e., lawn or native grass mix).
- Silt fence, stakes, and other debris shall be removed and disposed off-site. Site shall look neat and clean upon completion.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 767.121 will be measured and paid for at the contract unit price per foot of sediment control barrier which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work.

Silt fence, when used in conjunction with compost filter tubes or straw bales, will be incidental to this item.

Additional barrier, such as double or triple stacking of compost filter tubes, if requested by Engineer shall be paid for per foot of tube installed.

Barriers that have been driven over or otherwise damaged by construction activities shall be repaired or replaced as directed by the Engineer at the Contractor's expense.

ITEM 816.81 TEMPORARY TRAFFIC CONTROL SIGNAL LUMP SUM

The work under this Item shall conform to the relevant provisions of Section 800 of the Standard Specifications, the latest MassDOT-adopted edition of the Manual on Uniform Traffic Control Devices (MUTCD) as amended and supplemented, and the following:

Traffic management activities for this project will require the use of the temporary traffic control systems for construction stages and final design where the intersection will operate per the plans. All traffic signal adjustments shall be coordinated with the Engineer prior to implementation.

The Contractor may use the supplied Temporary Traffic Control Plans, which depict use of portable signal trailer, or submit another signalization method (i.e. span wire using wood posts, other) for managing traffic during construction.

UTILITY COORDINATION

Relocation of overhead communication and/or electric wires, if required based on the type of temporary signal control, shall be coordinated by the contractor with the utility companies affected. The cost of relocating or adjusting overhead utilities to accommodate the temporary signal shall be

incidental to the temporary signal item.

TRAFFIC SIGNAL MAINTENANCE DURING CONSTRUCTION

For each stage of construction, the Contractor shall maintain traffic signal control at the intersections due to work zones and changes in travel lane locations and alignments, and to accommodate overhead utility relocation, such maintenance shall, where necessary, include relocation or repositioning of existing traffic signal equipment, or installation of temporary traffic signal equipment. The Contractor shall make required traffic signal modifications prior to implementation of each stage and make the necessary adjustments for each subsequent construction stage through the end of construction. All materials, devices, and methods under this item shall conform to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

BASIS OF PAYMENT

Item 816.81 will be paid for at the Contract unit price per Lump Sum, which price shall include full compensation for all labor, materials and equipment inventory, design, and field implementation of the temporary traffic signal modifications during each construction stage. No additional compensation will be made for coordination with utilities and signal modifications, but all costs in connection therewith shall be included in the Contract lump sum price bid.

ITEM 852.11
ITEM 852.12**TEMPORARY PEDESTRIAN BARRICADE**
TEMPORARY PEDESTRIAN CURB RAMP**FOOT**
EACH**DESCRIPTION**

Work under these items consist of furnishing, deploying, maintaining in proper operating conditions, and removing temporary pedestrian barricades and temporary pedestrian ramps as part of a Temporary Pedestrian Access Route (TPAR) in order to guide pedestrians around a fully- or partially-closed sidewalk. These devices are intended to prevent pedestrians from entering the work area and to prevent pedestrians from inadvertently entering the vehicle travel lane by providing visual and physical separation between each space.

MATERIALS

The Temporary Pedestrian Barricade shall have a continuous bottom rail or edge no more than two (2) inches above the ground and eight (8) inches in height (minimum) to accommodate cane users, have a smooth and continuous hand railing along the top edge no less than 32 inches above the ground and not obstruct or project into the pedestrian path of travel. Barricade walls shall be nearly vertical and generally within the same plane.

If exposed to traffic, Temporary Pedestrian Barricades shall be crashworthy.

The Temporary Pedestrian Curb Ramp shall provide a 48 inch minimum width, with a firm, stable, and non-slip surface. Protective edging with a two (2) inch minimum height shall be installed when the curb ramp or landing platform has a vertical drop of six (6) inches or greater.

The Temporary Pedestrian Curb Ramp walkway and landing area surface shall be of a solid, continuous, contrasting color abutting up to the existing sidewalk.

If a Temporary Pedestrian Curb Ramp leads to a crosswalk, a detectable warning pad must be used at the base of the ramp; if it leads to a protected path that does not conflict with vehicular traffic then a detectable pad shall not be used.

CONSTRUCTION METHODS

The Temporary Pedestrian Barricade shall be placed in an area that will provide pedestrians with a TPAR on a smooth, continuous hard surface for its entirety. The geometry and alignment of the facility shall meet the applicable requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities" and the Massachusetts Architectural Access Board.

The recommended width of the TPAR is 60 inches, but if constraints exist a minimum clear width of 48 inches shall be provided along its entirety. If a 60 inch width cannot be accommodated in full, a 60 inch by 60 inch passing space shall be provided every 200 feet or less along the TPAR.

Turning areas shall be 60 inches by 60 inches minimum.

Lateral joints between any surfaces shall not exceed 0.5 inches. Lateral edges may be vertical up to 0.25 inches high and shall be beveled at 1V:2H between 0.25 inches and 0.5 inches.

ITEM 852.11-852.12 (Continued)

The TPAR shall be kept clear of debris, snow, and ice and the Temporary Pedestrian Barricades and Temporary Pedestrian Curb Ramps shall not obstruct drainage.

Removal and/or resetting of Temporary Pedestrian Barricades and Temporary Pedestrian Curb Ramps shall be considered incidental.

COMPENSATION

Payment for Temporary Pedestrian Barricades will be made at the contract price per foot installed in place, including all incidental items. This price shall include the cost of furnishing, installing, resetting, removal, and maintaining in good working condition.

Payment for Temporary Pedestrian Curb Ramps will be made at the contract price per each unit installed in place, including all incidental items. This price shall include the cost of furnishing, installing, resetting, removal, and maintaining in good working condition.

ITEM 874.4 **TRAFFIC SIGN REMOVED AND STACKED** **EACH**

The work to be done under this item shall consist of the dismantling, removing, transporting, and stacking of all existing street, warning, regulatory and guide, and miscellaneous signs and their supports, as directed by the Engineer.

Also included is the excavation of the existing foundations. If in the opinion of the Engineer, the existing foundation will not interfere with new construction, it may be removed to a depth of 6 inches below the existing ground, and the hole backfilled with gravel and compacted, and the existing surfaces restored or replaced in kind.

All re-usable sign material within the City of Pittsfield, in the opinion of the Engineer, shall be delivered to the respective owner. The following are the stacking locations for the corresponding owners:

City of Pittsfield: Department of Public Works, West Housatonic Street.

The existing signs shall not be removed until the new signs and structures replacing them are ready for traffic unless otherwise directed by the Engineer.

Payment for work under Item 874.4 - Traffic Signs Removed and Stacked, shall be at the price per each which price shall be full compensation for dismantling, removing, transporting, and stacking of the signs and their supports, excavation, and disposal of the existing foundation, supplying and placing of gravel backfill and compaction, and the restoration or replacement in kind of disturbed surfaces.

ITEM 991.1 **CONTROL OF WATER – STRUCTURE NO. P-10-048** **LUMP SUM**

The work to be performed under this Item shall include all pumping, sandbagging, earth, and other measures, inclusive of optional sheeting if deemed practical, necessary for sufficient water control to accomplish bridge and abutment installation and two (2) 48" HDPE culvert temporary bypass. Also, this Item includes all water pollution prevention including sediment control and flood prevention of the excavated areas at the structure for demolition, reconstruction, and riprap placement necessary to complete the bridge superstructure replacement.

The Work under this Item shall conform to the relevant provisions of Subsection 140 of the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to the section of these Special Provisions that addresses the Contractor's obligations for Sedimentation and Erosion Control for this project.

The contractor is responsible for following the Order of Conditions for this project including conditions relevant to Item 991.1. Relevant conditions include but are not limited to the following: Dewatering activities shall be located as far as possible from wetland resource areas and shall be prohibited from discharging to Bordering Vegetated Wetlands, Isolated Vegetated Wetlands, Land Under Water Bodies and Waterways, or within the inner Riverfront Area. Dewatering may only occur in other upland resource areas provided adequate control measures are implemented and locations are identified by the contractor and reviewed and approved by the Commission and/or its agent prior to implementation.

CONSTRUCTION METHODS

As part of the work under this Item, it is the responsibility of the Contractor to determine the means and method to maintain the required channel opening for fish and water flow, dewatering techniques and sedimentation controls needed to control water and sediment for the required operations. Prior to commencing construction, the Contractor shall submit Plans showing the methods and materials he/she proposes to use for the Engineer's approval. The submittal shall include a hydraulic calculation showing the proposed methods do not result in flood impact to improvements on surrounding properties due to storm flows. The Plans and hydraulic calculations shall be prepared and stamped by a Professional Engineer registered in the Commonwealth of Massachusetts.

All work shall be performed during the low flow season, and the design submittal must consider a minimum 10 year flood elevation for the cross-section in each stage of construction (see Bridge Manual Part I 1.3.3.3E). A minimum of 1 foot of freeboard shall be provided with the 10 year flood elevation for water control purposes. The 10 year flood elevation that is indicated on the Plans is based on the particular cross-section shown for each stage of construction. Any deviation of the location of the water control system from the Plans will require a determination of a new 10 year flood elevation for the design.

The Contractor shall use such equipment and shall perform his/her operations in such a manner that boiling or other disturbances of the soil in the foundation area will be prevented. He/She shall keep the area being excavated dry by such means that water will be prevented from entering from the adjacent soils and adversely affecting the stability of the foundation material or supporting soils. In the event of high flow rates, the Contractor shall be responsible to develop and implement a reasonable means necessary to handle the additional flows to protect the surrounding area, as approved by the engineer.

All dewatering and related earthwork shall be conducted in such a manner as to prevent siltation or contamination of the waterway.

The Contractor shall provide the means of removing all sediment from water pumped from channel excavation or water entering the bridge excavation via ground water or from surface flow; this shall include the use of sedimentation basins, check dams, sedimentation fences or tanks as required in these Special Provisions under Sedimentation and Erosion Control listed below.

All temporary support of excavation that protrudes into the soil that supports the bridge structure shall be left in place. Supporting soil shall be defined as all soil directly below the footing contained within a series of planes that originate at the perimeter of the bottom of the footing and project down and away from the footing at an angle of 45 degrees from the horizontal.

Measures to control the discharge of pollutants into water resource areas shall include, but not be limited to the following:

- Rigorous management of construction operations involving potentially hazardous materials, such as, refueling and maintenance of construction equipment.
- Formulation of contingency plans to control accidental spillage from potentially hazardous materials.
- Sighting of construction staging areas outside of the buffer zones on relatively flat ground.
- Scheduling of work within the resource areas to avoid periods of high flood (e.g., spring floods) and inclement weather.
- Installation and continuous maintenance of staked hay bales and filter fences to prevent sediment migration into adjacent downstream resource areas. Placement of erosion controls shall be as shown on the plans, as specified herein, or as directed by the Engineer, so as to accomplish maximum control of project related sediment mobilization. Additional erosion control measures shall be employed as necessary to prevent erosion and sedimentation of the streambed. These measures shall be maintained for the duration of the contract.
- All discharge resulting from dewatering activities shall be directed to temporary settling tanks/basins located as necessary to control turbidity (see below). At no time shall said discharge be directly released into adjacent resource areas.

The pumping discharge shall not be allowed to enter directly into Onota Brook. The water from the work areas shall be pumped to a settling tank. The tank shall be constructed to allow for the pumped water to pass through the tank with sediments settling out before discharging to an area enclosed by hay bales. The tank can be constructed of concrete, fiberglass or any other material that will meet the following:

1. Approximately 70 percent sedimentation trapping efficiency shall be achieved with a typical tank to ensure that the tanks are adequately sized to prevent overtopping from dewatering and to provide the required filtering.

2. The outlet from the settling tank shall not cause erosion of the surrounding area. An approved method of controlling erosion, such as an erosion control blanket, stone, etc., shall be used at the outlet of the tank.

The settling tanks shall be maintained as follows:

1. Inspect at least twice daily during dewatering operations.
2. Repair any damage immediately.
3. Clean tank outlet daily. Remove any debris immediately.
4. Remove sediments when deposits reach 8 inches below the outlet invert.
5. Dispose sediments outside of wetland areas at a location approved by the Engineer.
6. The Contractor shall inspect hay bales that surround the outlet daily and shall immediately replace any that are damaged.

The approximate location of the settling tanks shall be shown on the Contractor's Plans as part of the submittal for the Engineer's approval.

Pumping shall be conducted in a manner which will not adversely affect the work within the excavation.

The Contractor shall provide and maintain ample pumps, pipes and other devices to promptly and continually remove and dispose of water from the excavation areas. The size and configuration of pumps and pipes shall be selected by the Contractor.

The Contractor is advised that the effectiveness of the water control method used will vary based on the field conditions and the time at which the actual excavation work is being performed. The Engineer has the right to order the Contractor to stop all excavation operations when in his judgment the Contractor's water control operations are failing to produce adequate results or are posing a threat to the environment.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Payment for all water control work, including design for flood prevention of excavated areas, water pollution prevention and dewatering operation, all necessary tools, material, installation, and removal of all temporary measures necessary for the measures outlined above, shall be included in the Contract LUMP SUM Price for this Item.

Payment under this Item is a partial progressive payment of the Lump Sum Contract Bid Price of this Item and shall be made based upon the following percentages: 50% upon completion of the installation of the water control system to the satisfaction and approval of the Engineer, and 50% upon the removal and satisfactory disposal of the water control system from the project site at the completion of the work.

ITEM 995.01

BRIDGE STRUCTURE, BRIDGE NO. P-10-48

LUMP SUM

The work to be done under this Item shall conform to the applicable provisions of Section 901 and Section 995 of the Standard Specifications and the specific requirements stipulated below for the component parts of this Item.

Work under this Item shall include all materials, equipment and labor needed to construct the following components of the bridge: the precast 3-sided frame sections with footings and concrete risers, precast wingwalls, approach slabs, S3-TL4 Bridge Rail, and the application of bituminous damp-proofing to the top surfaces of the bridge. For those component parts where no specific requirement is stipulated, the Standard Specifications shall apply except for payment.

The contractor is responsible for following the Order of Conditions for this project and relevant conditions to Item 995.01. The Applicants shall notify the Pittsfield Conservation Commission Office once erosion control measures are installed for review two (2) days prior to commencement of bridge work.

Any temporary shoring required for crane support to construct or place the structure shall be included in this item.

The work does not include any items listed separately in the proposal. Payment for materials shown on the plans as being part of this bridge structure or which may be incidental to its construction and are not specifically included for payment under another Item shall be considered incidental to the work performed under this Item and shall be included in the unit price of the component of which they are a part.

PRECAST CONCRETE 3-SIDED FRAME BRIDGE

DESCRIPTION

This work shall consist of designing, fabricating, furnishing, and constructing a precast concrete 3-sided frame bridge on precast footings with risers and wingwalls (if precast) in accordance with these specifications and in reasonably close conformity with the lines, grades, design and dimensions shown on the plans. In situations where two or more specifications apply to this work, the more stringent requirements shall govern. Any deviation from the bridge geometry shown on the plans will be subject to the review and approval of the Engineer. The bridge shall provide the same span and hydraulic opening and fit within the profile grade lines shown on the plans. The bottom chord of the proposed bridge shall not be set below the existing bottom chord elevation. The proposed top of roadway shall be per plans. The proposed overall structure depth shall fit within the theoretical envelope from the top of proposed grade to the existing bridge bottom chord.

Designation - Precast concrete bridge frame units shall be designated by span and height. Precast bridge footings slabs manufactured in accordance with this specification shall be designated by length and width. Precast reinforced concrete wingwalls manufactured in accordance with this specification shall be designated by length and height.

DESIGN

Specifications - The precast elements shall be designed in accordance with the current version and latest interim specifications of LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO) for HL-93 loading.

Design Submissions

Computations - The Contractor shall submit a PDF copy of the design computations prepared and stamped by a Professional Engineer registered in Massachusetts for the precast elements to the Engineer for review and acceptance. The design computations shall consider all loadings as are appropriate for each stage of fabrication, shipment, construction, and final condition.

Shop Drawings - Shop drawings shall be prepared and stamped by a Professional Engineer licensed in Massachusetts. Prior to fabrication, a PDF copy of complete shop drawings showing, at a minimum, the following information shall be submitted to the Engineer for approval:

1. Plan layout of the structure indicating the piece mark of each precast unit;
2. Catalogue cut-sheets for all hardware to be used in the precast elements;
3. Description of the fabricating plant, including any backup concrete mixing facilities, current MassDOT approved concrete mix design and proposed method of placement. Modifications or deviations from the current MassDOT approved mix design at any time after the original approval shall be submitted to the Engineer for approval;
4. Proposed admixtures to be added to the concrete mix, including brand and dosage rates, shall be consistent with the MassDOT approved mix design;
5. Outline of the proposed concrete curing procedures for both the precast units and test cylinders;
6. The name of the Manufacturer of all reinforcing steel;
7. Complete details of all precast units, including all dimensions and tolerances, locations and types of reinforcement, finish treatments, and concrete strengths at lifting and at 28 days;
8. Details of bridge frame and wingwall units (if precast) and all connections;
9. Joint dimensions and details including type and brand of joint sealing materials;
10. Grouted shear keyway and bolt details to rigidly connect frames together or similar details to prevent reflective cracking through the pavement;
11. Locations and methods of forming lifting holes, type and location of lifting devices, and the method of handling and transporting all precast units to the job site;
12. Provisions for repair of minor non-structural defects;

Final MassDOT Chapter 85 Approval Process for Prefabricated Structures:

1. After the construction contract is executed, the Contractor shall submit PE-stamped shop drawings and design calculations prepared by the Fabricator Engineer to the Designer for review and approval.

2. Upon receipt, the Designer shall forward shop drawings and calculations (PDF) to MassDOT for their concurrent review with the Designer's review. At any time MassDOT may forward comments to the Designer who will address the comments or forward them to the Contractor for their responses.
3. The Designer shall review shop drawings and calculations and resolve any comments with the Contractor (and Fabricator Engineer as appropriate) through the normal shop drawing review process. The Designer shall forward any review comments to the Contractor, with a copy to MassDOT. The Designer shall forward any Contractor resubmittals to MassDOT, again PDF.
4. Upon resolution of all Designer comments, the Designer shall submit a PDF of the Designer-approved shop drawings and calculations to MassDOT for approval. All sheets of the final set of shop drawings shall include the Standard Chapter 85 Approval Stamp shown below, along with the Designer's shop drawing approval stamp.
5. Once all MassDOT comments are resolved, the Designer shall submit a PDF of the shop drawings and calculations to MassDOT. Each sheet of the shop drawings shall have the Standard Chapter 85 Approval Stamp, the Fabricator's Registered Professional Engineer's stamp, and the Designer's Shop Drawing Approval Stamp. MassDOT will forward their approval to the Designer, who will forward notification to the Contractor so that fabrication may begin. This approval shall constitute the final approval as stipulated by Chapter 85 Section 35 of the Massachusetts General Laws.

It is recommended to allow sufficient time for shop drawing approval by the Designer and MassDOT per the process described above. Any fabrication prior to final Chapter 85 approval by MassDOT will be at the Contractor's own risk.

MATERIALS

Concrete

All precast concrete 3-sided frame bridge components and safety curbs supporting the bridge rail and railing on the wingwalls shall be produced using a minimum 5000 psi HP cement concrete mix design. All other precast concrete elements: frame bridge footings, risers, wingwall footings and stems, shall be minimum 4000 psi cement concrete. All concrete mix designs for precast shall be approved MassDOT High Performance cement concrete mixes.

Steel Reinforcement

The minimum steel yield strength shall be 60,000 psi, unless otherwise required by the design and noted on the shop drawings.

All reinforcing steel for the precast elements shall be fabricated and placed in accordance with the approved shop drawings submitted by the manufacturer.

Reinforcement shall consist of welded wire fabric conforming to ASTM Specification A 1064 or deformed billet steel bars conforming to ASTM Specification A615, Grade 60. Longitudinal distribution reinforcement may consist of welded wire fabric or deformed billet-steel bars.

All reinforcing steel bars shall be epoxy coated in accordance with ASTM A775. All welded wire fabric shall be epoxy coated in accordance with ASTM A884.

Steel Hardware as a minimum:

- Bolts and threaded rods shall conform to ASTM A 307. Nuts shall conform to AASHTO M292 (ASTM A194) Grade 2H. All bolts, threaded rods and nuts used shall be mechanically zinc coated in accordance with ASTM B695 Class 50.
- Structural Steel for connection plates and plate washers shall conform to AASHTO M 270 (ASTM A709) Grade 36 and shall be hot dip galvanized as per AASHTO M111 (ASTM A123).
- Reinforcing bar splices shall be made using the Dowel Bar Splicer System as manufactured by Dayton Superior, and shall consist of the Dowel Bar Splicer (DB-SAE) and Dowel-In (DI).

MANUFACTURE OF PRECAST ELEMENTS

Subject to the provisions of the PERMISSIBLE VARIATIONS section, below, the precast element dimension and reinforcement details shall be as prescribed in the plan and shop drawings provided by the manufacturer.

The forms used in manufacture shall be sufficiently rigid and accurate to maintain the required precast element dimensions within the permissible variations given in Section 5 of these specifications. All casting surfaces shall be of a smooth material.

Placement of Reinforcement

Placement of Reinforcement in Precast Units - The cover of concrete over the reinforcement of the precast units shall be 2 inches minimum.

Curing

The precast concrete elements shall be cured for a sufficient length of time so that the concrete will develop the specified compressive strength in 28 days or less. Any one of the following methods of curing or combinations thereof shall be used:

Steam Curing - The precast elements may be low-pressure steam cured by a system that will maintain a moist atmosphere.

Water Curing - The precast elements may be water cured by any method that will keep the sections moist.

Membrane Curing - A sealing membrane conforming to the requirements of ASTM Specification C309 may be applied and shall be left intact until the required concrete compressive strength is attained. The concrete temperature at the time of application shall be within +/- 10 degrees F of the atmospheric temperature. All surfaces shall be kept moist prior to the application of the compounds and shall be damp when the compound is applied.

STORAGE, HANDLING & DELIVERY

Storage

- Precast concrete bridge elements shall be lifted and stored in “as-cast” position.
- Precast concrete wingwall units are cast, stored and shipped in a flat position.
- The precast elements shall be stored in such a manner to prevent cracking or damage. Store elements using timber supports as appropriate. The units shall not be moved until the concrete compressive strength has reached a minimum of 2500 psi, and they shall not be stored in an upright position.

Handling

- Handling devices shall be permitted in each precast element for the purpose of handling and setting.
- Spreader beams may be required for the lifting of precast concrete bridge elements to preclude damage from bending or torsion forces.

Delivery

- Precast concrete elements shall not be shipped until the concrete has attained the specified design compressive strength, or as directed by the Engineer.
- Precast concrete elements may be unloaded and placed on the ground at the site until installed. Store elements using timber supports as appropriate.
- The bridge shall not be opened to traffic until the precast concrete has attained the required 28 day design strength shown on the approved shop drawings as verified by

concrete cylinder break.

Quality Assurance

The Precaster shall demonstrate adherence to the Specifications set forth in the NPCA Quality Control Manual.

Certification: The Precaster shall be approved by MassDOT and certified by the Precast/Prestressed Concrete Institute Plant Certification Program or the National Precast Concrete Association's Plant Certification Program prior to and during production of the products covered by this specification.

Testing and Inspection: At a minimum, the Precaster shall perform the following tests in accordance with the ASTM standards indicated. Tests shall be performed as indicated in the TESTING/INSPECTION section of these specifications.

- Air Content: C231 or C173
- Compressive Strength: C31, C39, C497
- The Owner may place an inspector in the plant when the products covered by this specification are being manufactured.

PERMISSIBLE VARIATIONS

Bridge 3-Sided Frame Units

Internal Dimensions - The internal dimensions shall not vary more than 1% from the design dimensions nor more than 1-1/2 inches, whichever is less.

Top Slab and Wall Thickness - The slab and wall thickness shall not be less than that shown in the design by more than 1/4 inch. A thickness more than that required in the design shall not be cause for rejection.

Length of Opposite Surfaces - Variations in laying lengths of two opposite surfaces of the bridge unit shall not be more than 1/2 inch in any section, except where beveled ends for laying of curves are specified by the purchaser.

Length of Section - The underrun in length of a section shall not be more than 1/2 inch in any bridge unit.

Position of Reinforcement - The maximum variation in position of the reinforcement shall be \pm 1/2 inch.

Area of Reinforcement - The areas of steel reinforcement shall be the design steel areas as shown

in the approved shop drawings. Steel areas that are greater than those required shall not be cause for rejection. The permissible variation in diameter of any reinforcement shall conform to the tolerances prescribed in the ASTM Specification for that type of reinforcement.

Wingwalls (if precast)

Wall Thickness - The wall thickness shall not vary from that shown in the design by more than 1/2 inch.

Length/ Height of Wall sections - The length and height of the wall shall not vary from that shown in the design by more than 1/2 inch.

Position of Reinforcement - The maximum variation in the position of the reinforcement shall be $\pm 1/2$ inch.

Size of Reinforcement - The permissible variation in diameter of any reinforcing shall conform to the tolerances prescribed in the ASTM Specification for that type of reinforcing. Steel areas that are greater than that required shall not be cause for rejection.

TESTING/ INSPECTION

Testing

Type of Test Specimen - Concrete compressive strength shall be determined from compression tests made on cylinders. A minimum of 3 cylinders shall be taken for each lot of bridge elements. (A lot is defined as the precast elements made using the same concrete mix during a single day's production.) Each lot shall be considered separately for the purpose of testing and acceptance.

Compression Testing - Cylinders shall be made and tested as prescribed by the ASTM C 39 Specification.

Acceptability of Cylinder Tests - When the average compressive strength of all cylinders tested is equal to or greater than the design compressive strength, and not more than 10% of the cylinders tested have a compressive strength less than the design concrete strength, and no cylinder tested has a compressive strength less than 80% of the design compressive strength, then the lot shall be accepted. When the compressive strength of the cylinders tested does not conform to these acceptance criteria, the acceptability of the lot may be determined as described in the following section.

Inspection - The quality of materials, the process of manufacture, and the finished precast elements shall be subject to inspection by the purchaser.

Certificates of Compliance - The precast concrete producer shall furnish Certificates of Compliance to the Engineer stating that all fabrication was performed in accordance with the approved construction documents.

JOINTS

The precast concrete 3-sided frame bridge units shall be produced with grouted shear keyways and bolted connections in the deck slabs or similar details to provide a rigid connection that will preclude reflective cracking through the pavement.

WORKMANSHIP/FINISH

The bridge and wingwall units shall be substantially free of fractures. The ends of the units shall be normal to the walls and centerline of the bridge section, within the limits of the variations specified, above, except where oblique or beveled ends are specified. The faces of the wingwalls shall be parallel to each other, within the limits of variations given above. The surface of the precast elements shall be a smooth steel form or troweled surface. Trapped air pockets causing surface defects shall be considered as part of a smooth, steel form finish.

REPAIRS

Precast elements may be repaired, if necessary, because of imperfections in manufacture or handling damage and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired section conforms to the requirements of this specification.

REJECTION

The precast elements shall be subject to rejection on account of any of the specification requirements. Individual precast elements may be rejected because of any of the following:

- Fractures or cracks passing through the wall, except for a single end crack that does not exceed one half the thickness of the wall.
- Defects which indicate proportioning, mixing, and molding not in compliance with MANUFACTURER OF PRECAST ELEMENTS section of these specifications.
- Honeycombed or open texture.
- Damaged ends, where such damage would prevent making a satisfactory joint.

MARKING

Each unit shall be clearly marked by waterproof paint. The following shall be shown on the inside of the vertical leg of the bridge frame sections:

- Bridge Frame Span XX ft Bridge Rise X ft
- Date of Manufacture
- Name or trademark of the manufacturer

INSTALLATION PREPARATION

To ensure correct installation of the precast concrete bridge system, care and caution must be exercised in placing the support areas for the footings, 3 sided frame units and wingwall elements. Exercising special care will facilitate the rapid installation of the precast components.

Footings

The precast bridge frame and wingwall units (if precast) shall be set on cast-in-place concrete footings as the footings will be laid on a poured concrete leveling slab as shown in the plans. The top of footing elevations are shown in the plans. The top of footing elevations may be adjusted to meet the actual site conditions with the approval of the Engineer, but the final top of grade shall match the plans.

The elevations shall be as shown on the plans and shop drawings. The precast units shall be set to the lines and grades shown on the plans or as modified from field conditions. When tested with a 10-foot straight edge, the top surface of the precast units shall not vary more than 1/4 inch in 10 feet.

Grout for bridge frame keyways and wingwall joints shall be a rapid set grout suitable for the application and as specified on the approved shop drawings.

INSTALLATION

General

The installation of the precast concrete elements shall be per manufacturer's recommendations, and the following:

- **Lifting** - It is the responsibility of the contractor to ensure that a crane of the correct lifting capacity is available to handle the precast concrete units. This can be accomplished by using the weights given for the precast concrete components and by determining the lifting reach for each crane unit. Site conditions must be checked well in advance of shipping to ensure proper crane location and to avoid any lifting restrictions. The lift anchors or holes provided in each unit shall be the only means to be used to lift the elements. The precast concrete elements must not be supported or raised by other means than those given in the manuals and drawings without written approval from the manufacturer.
- **Erection Procedure** – The Contractor shall submit along with the design computations and shop drawings specified above an erection procedure to the Engineer for approval. This procedure will indicate his proposed erection procedures and methods to be used including equipment, tools, devices, crane capacity and location, schedule of operations, methods of utility protection, etc. The requirements for equipment and all procedures utilized shall be in conformance with the intent of Subsection 960.61 Erection of the Specifications.

The erection procedure and any necessary calculations and drawings shall be stamped by a Professional Engineer registered in Massachusetts certifying that all elements are suitably braced and within acceptable stress limits during all stages of the erection process. In determining the stresses to which the structure will be subjected, all loading combinations including wind loading shall be considered. The method of determining stresses may conform to either the AASHTO LRFD or 2002 AASHTO Standard Specifications for Highway Bridges. Erection of any bridge components may not commence until the Engineer has given written approval.

Construction equipment weight restrictions

In no case shall equipment operating in excess of the design load (HL93) be permitted over the bridge frame units unless approved by the manufacturer and Engineer.

Placement of Bridge Units

The 3-sided bridge frame and wingwall units (if precast) shall be placed as shown on the plans and shop drawings. Special care shall be taken in setting the elements to the line and grade show on the plans.

Waterproofing/ Joint protection and Subsurface Drainage

Bituminous Damp-proofing – All units shall be coated with bituminous damp-proofing conforming to the relevant provisions of Section 970 of the Specifications on all surfaces which will be in contact with backfill soils. This coating shall be applied at the precasting plant and allowed to cure prior to shipping to the job site.

The joints between adjacent bridge frame sections shall be connected as required on the approved shop drawings. Lifting holes shall also be filled with non-shrink grout after erection is complete. Membrane Waterproofing for Bridge Decks – Membrane Waterproofing for Bridge Decks shall conform to the requirements of Section 965 of the Specifications and may be sheet membrane.

Backfill

Do not perform backfilling during wet or freezing weather. No backfill shall be placed against any structural elements until they have been approved by the Engineer.

ON SITE INSPECTION BY MANUFACTURER

A representative from the manufacturer shall be onsite for the following operations or to inspect completed portions of the structure for conformance with the design specifications:

1. Once the foundation preparation is complete it shall be inspected for acceptability prior to placement of the bridge and wingwall units;

2. During the entire erection operation of the bridge and wingwall units (if precast);
3. Once erection and assembly of the structure is complete and the joint connections are made, it shall be inspected for conformance with the design specifications prior to backfilling;
4. During the entire backfilling operation until the fill is uniformly brought up to the level of the approach slabs.

4000 PSI, 1.5 IN., 565 CEMENT CONCRETE

The work to be done under this heading shall conform to the relevant provisions of Subsection 901 of the Standard Specifications and the following:

4000 PSI, 1.5 IN., 565 HP Cement Concrete shall be used to construct areas as designated on the Plans and/or designated by the Engineer. This concrete shall conform to all material requirements contained in Subsection M4.02 of the Supplemental Standard, with the exception of the cementitious content, which shall be limited to a maximum of 565 pounds per cubic yard.

STEEL REINFORCEMENT FOR STRUCTURES-EPOXY COATED

The work to be done under this heading shall conform to the relevant provisions of Subsection 901.62 of the Standard Specifications.

S3-TL4 BRIDGE RAIL

The work to be performed under this heading shall consist of the fabrication and installation of a Thrie Beam Bridge Rail system. Work shall conform to the relevant provisions of Section 975, Metal Bridge Railings and Protective Screen, of the Standard Specifications to the Standard Specifications for Highways and Bridges.

Anchor bolts shall conform to ASTM A449. Guardrail post anchorage assemblies shall be provided to the Precaster so they may be installed into the precast headwall units during casting.

SCHEDULE OF BASIS FOR PARTIAL PAYMENT

The Contractor shall submit a schedule of unit prices for the major component Sub-Items that make up Item 995.01 as well as his/her total Bridge Structure Lump Sum cost. The Bridge Structure Lump Sum breakdown quantities provided in the proposal form are estimated and not guaranteed. The total of all partial payments to the Contractor shall equal the Lump Sum contract price regardless of the accuracy of the quantities furnished by the Engineer for the individual bridge components. The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 995.01 and no further compensation will be allowed.

The schedule on the proposal form applies only to Bridge Structure No. P-10-48 payment for similar materials and construction at locations other than at this bridge structure shall not be included under this Item. Sub-Item numbering is presented for information only in coordination with MassDOT Standard Nomenclature.

ITEM 995.01 ESTIMATED LUMP SUM BREAKDOWN QUANTITIES
(NOT GUARANTEED)

<u>SUB-ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>
901.	4000 PSI, 1.5 in., 565 Cement Concrete	26	CY
915.16	Arch Frame Unit (Over 6 Feet Wide – 20 to 24.99 Foot Span)	01	EA
970.	Bituminous Damp-Proofing	607	SY
975.1	Metal Bridge Railing (3 Rail), Steel (Type S3-TL4)	86	FT

The above schedule applies only to Bridge No. P-10-048. Payment for similar materials and construction at locations other than at this bridge structure shall not be included under this Item. *
- Sub-Item numbering is presented for information only in coordination with MassDOT Standard Nomenclature.