

NAME OF COMPANY: _____

**CITY OF PITTSFIELD
MASSACHUSETTS
PURCHASING DEPARTMENT**

IFB#26-004

Invitation for Bids for: Hancock Road Culvert Improvements

Submission Deadline: July 10, 2025 @ 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. July 10, 2025. 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 #26-004 Hancock Road Culvert Improvements".
- 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 Hancock Road Culvert Improvements.

Work under this contract shall begin on or before July 21, 2025 and be fully completed on or before July 30, 2026.

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 \$1,000,000 each person, \$1,000,000 each occurrence for bodily injury, and \$1,000,000 each occurrence, \$3,000,000 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 \$1,000,000 each person, \$1,000,000 each occurrence for bodily injury, and \$1,000,000 each occurrence, \$3,000,000 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:

Bid Price (total of Unit Items 101.-991.1*)

\$ _____

Bid Price Written in Words

Company Information:

Name _____

Address _____

Telephone _____

Fax _____

This bid includes addenda numbered: _____

UNIT PRICING SHEET

Item #	Qty	Description	Unit Price	Unit	Total
101.	0.1	Clearing & Grubbing		A	
120.	100	Earth Excavation		CY	
120.1	603	Unclassified Excavation		CY	
127.*	9	Concrete Excavation		CY	
144.	5	Class B Rock Excavation		CY	
151.	100	Gravel Borrow		CY	
151.1	16	Gravel Borrow for Bridge Foundation		CY	
151.2	205	Gravel Borrow for Backfilling Structures and Pipes		CY	
156.	20	Crushed Stone		TON	
170.	250	Fine Grading & Compacting – Subgrade Area		SY	
201.	2	Catch Basin		EA	
202.	2	Manhole		EA	
222.31*	2	Frame & Grate Municipal Standard		EA	
222.32*	2	Frame & Cover Municipal Standard		EA	
241.12	30	12-inch Reinforced Concrete Pipe Class III		FT	
252.12	25	12-inch Corrugated Plastic Pipe		FT	
415.4	115	Bridge Pavement Milling		SY	
440.	890	Calcium Chloride for Roadway Dust Control		LB	
443.	1	Water for Roadway Dust Control		MGL	
450.23	19	Superpave Surface Course – 112.5 (SSC-12.5)		TON	
450.32	35	Superpave Intermediate Course – 19.0 (SIC-19.0)		TON	
450.61	4	Superpave Bridge Surface Course – 12.5 (SSC-B – 12.5)		TON	

UNIT PRICING SHEET (CON'T)

Item #	Qty	Description	Unit Price	Unit	Total
450.71	4	Superpave Bridge Protective Course – 12.5 (SPC-B 12.5)		TON	
452.	40	Asphalt Emulsion for Tack Coat		GAL	
153.	80	HMA Joint Adhesive		FT	
482.3	80	Sawcutting Asphalt Pavement		FT	
482.4	84	Sawcutting Portland Cement Concrete		FT	
620.12	50	Guardrail TL-2 (Single Faced)		FT	
620.121*	92	Vermont System Bridge Rail		FT	
627.1	2	Trailing Anchorage		EA	
627.82	2	Guardrail Tangent End Treatment TL-2		EA	
628.025*	4	Transition to Vermont System Bridge Rail		EA	
630.2	175	Highway Guard Removed and Discarded		FT	
697.	180	Sedimentation Fence		FT	
697.1*	2	Silt Sack		EA	
698.4*	20	Geotextile Fabric for Permanent Erosion Control		SY	
748.	1	Mobilization		LS	
751.	20	Loam for Roadsides		CY	
765.	150	Seeding		SY	
767.121*	180	Sediment Control Barrier		FT	
767.7*	100	Matting for Erosion Control		SY	
769.	172	Pavement Milling Mulch Under Guardrail		FT	
833.7	4	Deliniation for Guardrail Terminal		EA	
851.1	90	Traffic Cones for Traffic Management		DAY	
852.	250	Safety Singing for Traffic Management		SF	

UNIT PRICING SHEET (CON'T)

Item #	Qty	Description	Unit Price	Unit	Total
853.1	2	Portable Breakaway Barricade Type III		EA	
853.21	40	Temporary Barrier Removed and Reset		FT	
853.2	40	Temporary Barrier (TL-2)		FT	
859.	840	Reflectorized Drum		DAY	
901.	54	4000 psi 1.5-inch 565 Cement Concrete		CY	
905.2	9	5000 psi 3/8-inch 710 HP Cement Concrete		CY	
910.1	2,500	Steel Reinforcement for Structures – Epoxy Coated		LB	
912.*	42	Drilling and Grouting Dowels		EA	
965.	375	Membrane Waterproofing for Bridge Decks		SF	
970.	505	Damp-Proofing		SF	
983.1	28	Riprap		TON	
991.1*	1	Control of Water – Bridge No. P-10-036		LS	

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 #26-004 Hancock Road Culvert Improvements
Estimated Cost: \$650,000.00**

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. July 10, 2025 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#26-004 Hancock Road Culvert Improvements**". All general Bidders may obtain complete sets of plans and specifications at the Purchasing Office after 9:00 AM June 25, 2025.

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

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: 26-004

Estimated Cost: \$650,000.00
CONTRACTOR QUALIFICATION:
(required for contracts over \$25,000)

PROJECT: Hancock Road Culvert Improvements

CONTACT INFORMATION:

PLANS/SPECIFICATIONS AVAILABLE
6/25/2025 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:
July 10, 2025 @ 2:00 PM

SUB-BID CATEGORIES:

ADDITIONAL INFORMATION:
\$50.00 mailing fee for hard copy of bid package

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, §39O, 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 _____, 2025,

CITY OF PITTSFIELD

CONTRACTOR

By: _____
Peter M. Marchetti
Mayor

By: _____
Signature of Contractor

Name of Contractor

By: _____
Department Head

Title of Contractor

By: _____
Colleen Hunter-Mullett
Chief Procurement Officer

Street Address

City, State and Zip

By: _____
City Attorney
Certified as to Form and Legality

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



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

MAURA HEALY
Governor
KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority:	City of Pittsfield	City/Town:	PITTSFIELD
Contract Number:	26-004		
Description of Work:	Hancock Road Culvert Improvements		
Job Location:	Hancock 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 updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$0.00	\$76.69
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$0.00	\$78.30
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$0.00	\$76.76
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$0.00	\$78.37
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$0.00	\$76.88
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$0.00	\$78.49
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	12/1/2024	\$32.29	\$9.90	\$9.25	\$5.53	\$0.00	\$56.97
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$35.98	\$9.90	\$9.25	\$6.60	\$0.00	\$61.73
LABORERS	12/1/2025	\$37.21	\$9.90	\$9.25	\$6.60	\$0.00	\$62.96
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$39.25	\$9.90	\$9.25	\$6.60	\$0.00	\$65.00
	12/1/2026	\$40.54	\$9.90	\$9.25	\$6.60	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	6/1/2025	\$39.42	\$14.50	\$4.30	\$6.25	\$0.00	\$64.47
HEAT & FROST INSULATORS LOCAL 6	12/1/2025	\$40.32	\$14.50	\$4.30	\$6.25	\$0.00	\$65.37
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)							
ASPHALT RAKER	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER OPERATOR OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"							
BATCH/CEMENT PLANT - ON SITE OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BLOCK PAVER, RAMMER / CURB SETTER LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$32.29	\$9.90	\$9.25	\$5.53	\$0.00	\$56.97
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2025	\$35.98	\$9.90	\$9.25	\$6.60	\$0.00	\$61.73
LABORERS	12/1/2025	\$37.21	\$9.90	\$9.25	\$6.60	\$0.00	\$62.96
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$39.25	\$9.90	\$9.25	\$6.60	\$0.00	\$65.00
	12/1/2026	\$40.54	\$9.90	\$9.25	\$6.60	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
BOILER MAKER BOILERMAKERS LOCAL 29 BOILERMAKERS LOCAL 29	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79

Apprentice: BOILER MAKER**Effective Date: 1/1/2024**

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

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2025	\$54.21	\$11.49	\$15.57	\$5.89	\$0.00	\$87.16
BRICKLAYERS LOCAL 3	8/1/2025	\$56.36	\$11.49	\$15.57	\$5.89	\$0.00	\$89.31
	2/1/2026	\$57.71	\$11.49	\$15.57	\$5.89	\$0.00	\$90.66

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	8/1/2026	\$59.91	\$11.49	\$15.57	\$5.89	\$0.00	\$92.86
	2/1/2027	\$61.31	\$11.49	\$15.57	\$5.89	\$0.00	\$94.26

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 2/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.11	\$11.49	\$15.57	\$5.89	\$0.00	\$60.06
2	60.00	\$32.53	\$11.49	\$15.57	\$5.89	\$0.00	\$65.48
3	70.00	\$37.95	\$11.49	\$15.57	\$5.89	\$0.00	\$70.90
4	80.00	\$43.37	\$11.49	\$15.57	\$5.89	\$0.00	\$76.32
5	90.00	\$48.79	\$11.49	\$15.57	\$5.89	\$0.00	\$81.74

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.18	\$11.49	\$15.57	\$5.89	\$0.00	\$61.13
2	60.00	\$33.82	\$11.49	\$15.57	\$5.89	\$0.00	\$66.77
3	70.00	\$39.45	\$11.49	\$15.57	\$5.89	\$0.00	\$72.40
4	80.00	\$45.09	\$11.49	\$15.57	\$5.89	\$0.00	\$78.04
5	90.00	\$50.72	\$11.49	\$15.57	\$5.89	\$0.00	\$83.67

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS	6/1/2025	\$48.85	\$9.90	\$9.25	\$9.80	\$0.00	\$77.80
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$50.35	\$9.90	\$9.25	\$9.80	\$0.00	\$79.30
	6/1/2026	\$51.90	\$9.90	\$9.25	\$9.80	\$0.00	\$80.85
	12/1/2026	\$53.40	\$9.90	\$9.25	\$9.80	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15
	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN LABORERS	6/1/2025	\$48.03	\$9.90	\$9.25	\$9.80	\$0.00	\$76.98
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$49.53	\$9.90	\$9.25	\$9.80	\$0.00	\$78.48
	6/1/2026	\$51.08	\$9.90	\$9.25	\$9.80	\$0.00	\$80.03
	12/1/2026	\$52.58	\$9.90	\$9.25	\$9.80	\$0.00	\$81.53

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							

CARPENTER	3/1/2025	\$43.26	\$7.91	\$11.25	\$6.90	\$0.00	\$69.32
CARPENTERS	9/1/2025	\$44.21	\$7.91	\$11.25	\$6.90	\$0.00	\$70.27
CARPENTERS LOCAL 336 - BERKSHIRE COUNTY	3/1/2026	\$45.11	\$7.91	\$11.25	\$6.90	\$0.00	\$71.17
	9/1/2026	\$46.06	\$7.91	\$11.25	\$6.90	\$0.00	\$72.12
	3/1/2027	\$46.96	\$7.91	\$11.25	\$6.90	\$0.00	\$73.02

Apprentice: CARPENTER

Effective Date: 3/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.47	\$7.91	\$0.00	\$1.38	\$0.00	\$28.76
2	45.00	\$19.47	\$7.91	\$0.00	\$1.38	\$0.00	\$28.76
3	55.00	\$23.79	\$7.91	\$0.00	\$2.76	\$0.00	\$34.46
4	55.00	\$23.79	\$7.91	\$0.00	\$2.76	\$0.00	\$34.46
5	70.00	\$30.28	\$7.91	\$11.25	\$4.14	\$0.00	\$53.58
6	70.00	\$30.28	\$7.91	\$11.25	\$4.14	\$0.00	\$53.58
7	80.00	\$34.61	\$7.91	\$11.25	\$5.52	\$0.00	\$59.29
8	80.00	\$34.61	\$7.91	\$11.25	\$5.52	\$0.00	\$59.29

Apprentice: CARPENTER

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.89	\$7.91	\$0.00	\$1.38	\$0.00	\$29.18
2	45.00	\$19.89	\$7.91	\$0.00	\$1.38	\$0.00	\$29.18
3	55.00	\$24.32	\$7.91	\$0.00	\$2.76	\$0.00	\$34.99
4	55.00	\$24.32	\$7.91	\$0.00	\$2.76	\$0.00	\$34.99
5	70.00	\$30.95	\$7.91	\$11.25	\$4.14	\$0.00	\$54.25
6	70.00	\$30.95	\$7.91	\$11.25	\$4.14	\$0.00	\$54.25
7	80.00	\$35.37	\$7.91	\$11.25	\$5.52	\$0.00	\$60.05
8	80.00	\$35.37	\$7.91	\$11.25	\$5.52	\$0.00	\$60.05

CARPENTER WOOD FRAME	10/1/2024	\$26.65	\$7.02	\$3.80	\$1.00	\$0.00	\$38.47
CARPENTERS	10/1/2025	\$27.75	\$7.02	\$3.80	\$1.00	\$0.00	\$39.57
CARPENTERS-ZONE 3 (Wood Frame)	10/1/2026	\$28.85	\$7.02	\$3.80	\$1.00	\$0.00	\$40.67
All Aspects of New Wood Frame Work							

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$15.99	\$7.02	\$0.00	\$0.00	\$0.00	\$23.01

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	60.00	\$15.99	\$7.02	\$0.00	\$0.00	\$0.00	\$23.01
3	65.00	\$17.32	\$7.02	\$0.00	\$1.00	\$0.00	\$25.34
4	70.00	\$18.66	\$7.02	\$0.00	\$1.00	\$0.00	\$26.68
5	75.00	\$19.99	\$7.02	\$3.80	\$1.00	\$0.00	\$31.81
6	80.00	\$21.32	\$7.02	\$3.80	\$1.00	\$0.00	\$33.14
7	85.00	\$22.65	\$7.02	\$3.80	\$1.00	\$0.00	\$34.47
8	90.00	\$23.99	\$7.02	\$3.80	\$1.00	\$0.00	\$35.81

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
2	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
3	65.00	\$18.04	\$7.02	\$0.00	\$1.00	\$0.00	\$26.06
4	70.00	\$19.43	\$7.02	\$0.00	\$1.00	\$0.00	\$27.45
5	75.00	\$20.81	\$7.02	\$3.80	\$1.00	\$0.00	\$32.63
6	80.00	\$22.20	\$7.02	\$3.80	\$1.00	\$0.00	\$34.02
7	85.00	\$23.59	\$7.02	\$3.80	\$1.00	\$0.00	\$35.41
8	90.00	\$24.98	\$7.02	\$3.80	\$1.00	\$0.00	\$36.80

CEMENT MASONRY/PLASTERING	7/1/2024	\$44.56	\$13.20	\$16.30	\$2.93	\$1.69	\$78.68
BRICKLAYERS LOCAL 3							
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)							

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.28	\$13.20	\$16.30	\$0.00	\$0.00	\$51.78
2	60.00	\$26.74	\$13.20	\$16.30	\$2.93	\$1.69	\$60.86
3	65.00	\$28.96	\$13.20	\$16.30	\$2.93	\$1.69	\$63.08
4	70.00	\$31.19	\$13.20	\$16.30	\$2.93	\$1.69	\$65.31
5	75.00	\$33.42	\$13.20	\$16.30	\$2.93	\$1.69	\$67.54
6	80.00	\$35.65	\$13.20	\$16.30	\$2.93	\$1.69	\$69.77
7	90.00	\$40.10	\$13.20	\$16.30	\$2.93	\$1.69	\$74.22

CHAIN SAW OPERATOR	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CRANE OPERATOR OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$43.06	\$13.78	\$12.15	\$3.00	\$0.00	\$71.99
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 3	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
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Apprentice: DELEADER (BRIDGE)**Effective Date: 1/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30

DEMO: ADZEMAN LABORERS	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05
	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS	6/2/2025	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80
	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05
	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR LABORERS	6/2/2025	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80
	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER LABORERS	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 3)	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
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as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate

DIVER TENDER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 3)	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
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as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate

DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 3)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
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For apprentice rates see "Apprentice- PILE DRIVER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							

DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							

ELECTRICIAN (Including Core Drilling)	12/29/2024	\$51.06	\$13.25	\$8.23	\$6.83	\$0.00	\$79.37
ELECTRICIANS LOCAL 7	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87
ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37

Apprentice: ELECTRICIAN (Including Core Drilling)

Effective Date: 12/29/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$20.42	\$7.35	\$0.61	\$0.00	\$0.00	\$28.38
2	45.00	\$22.98	\$7.35	\$0.69	\$0.00	\$0.00	\$31.02
3	50.00	\$25.53	\$13.25	\$7.47	\$0.00	\$0.00	\$46.25
4	55.00	\$28.08	\$13.25	\$7.54	\$0.00	\$0.00	\$48.87
5	65.00	\$33.19	\$13.25	\$9.74	\$0.00	\$0.00	\$56.18
6	70.00	\$35.74	\$13.25	\$11.19	\$0.00	\$0.00	\$60.18

Apprentice: ELECTRICIAN (Including Core Drilling)

Effective Date: 6/29/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$20.86	\$7.50	\$0.63	\$0.00	\$0.00	\$28.99
2	45.00	\$23.47	\$7.50	\$0.70	\$0.00	\$0.00	\$31.67
3	50.00	\$26.08	\$13.50	\$7.53	\$0.00	\$0.00	\$47.11
4	55.00	\$28.69	\$13.50	\$7.61	\$0.00	\$0.00	\$49.80
5	65.00	\$33.90	\$13.50	\$9.84	\$0.00	\$0.00	\$57.24
6	70.00	\$36.51	\$13.50	\$11.30	\$0.00	\$0.00	\$61.31

ELEVATOR CONSTRUCTOR	1/1/2025	\$62.83	\$16.28	\$10.96	\$10.40	\$0.00	\$100.47
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$63.68	\$16.38	\$11.06	\$10.70	\$0.00	\$101.82
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$64.53	\$16.48	\$11.16	\$11.00	\$0.00	\$103.17

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.42	\$16.28	\$0.00	\$0.00	\$0.00	\$47.70

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELEVATOR CONSTRUCTOR Effective Date: 1/1/2025							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	55.00	\$34.56	\$16.28	\$10.96	\$10.40	\$0.00	\$72.20
3	65.00	\$40.84	\$16.28	\$10.96	\$10.40	\$0.00	\$78.48
4	70.00	\$43.98	\$16.28	\$10.96	\$10.40	\$0.00	\$81.62
5	80.00	\$50.26	\$16.28	\$10.96	\$10.40	\$0.00	\$87.90
Apprentice: ELEVATOR CONSTRUCTOR Effective Date: 1/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.84	\$16.38	\$0.00	\$0.00	\$0.00	\$48.22
2	55.00	\$35.02	\$16.38	\$11.06	\$10.70	\$0.00	\$73.16
3	65.00	\$41.39	\$16.38	\$11.06	\$10.70	\$0.00	\$79.53
4	70.00	\$44.58	\$16.38	\$11.06	\$10.70	\$0.00	\$82.72
5	80.00	\$50.94	\$16.38	\$11.06	\$10.70	\$0.00	\$89.08
ELEVATOR CONSTRUCTOR HELPER	1/1/2025	\$43.98	\$16.28	\$10.96	\$10.40	\$0.00	\$81.62
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$44.58	\$16.38	\$11.06	\$10.70	\$0.00	\$82.72
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$45.17	\$16.48	\$11.16	\$11.00	\$0.00	\$83.81
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & BEAM RAIL ERECTOR LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	6/1/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$0.00	\$27.74
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	6/1/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$0.00	\$30.23
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	6/1/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$0.00	\$31.23
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 7	12/29/2024	\$51.06	\$13.25	\$8.23	\$6.83	\$0.00	\$79.37
	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING	12/29/2024	\$51.06	\$13.25	\$8.23	\$6.83	\$0.00	\$79.37
ELECTRICIANS LOCAL 7	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87
ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

Apprentice: FIREMAN**Effective Date: 12/1/2023**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$23.42	\$13.78	\$12.15	\$3.00	\$0.00	\$52.35
2	70.00	\$27.32	\$13.78	\$12.15	\$3.00	\$0.00	\$56.25
3	80.00	\$31.22	\$13.78	\$12.15	\$3.00	\$0.00	\$60.15
4	90.00	\$35.13	\$13.78	\$12.15	\$3.00	\$0.00	\$64.06

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2025	\$28.09	\$9.90	\$9.25	\$6.60	\$0.00	\$53.84
LABORERS	12/1/2025	\$28.09	\$9.90	\$9.25	\$6.60	\$0.00	\$53.84
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$9.90	\$9.25	\$6.60	\$0.00	\$54.96
	12/1/2026	\$29.21	\$9.90	\$9.25	\$6.60	\$0.00	\$54.96

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

FLOORCOVERER	3/1/2025	\$43.26	\$7.91	\$11.25	\$6.90	\$0.00	\$69.32
FLOORCOVERERS LOCAL 2168	9/1/2025	\$44.21	\$7.91	\$11.25	\$6.90	\$0.00	\$70.27
FLOORCOVERERS LOCAL 2168 ZONE III	3/1/2026	\$45.11	\$7.91	\$11.25	\$6.90	\$0.00	\$71.17
	9/1/2026	\$46.06	\$7.91	\$11.25	\$6.90	\$0.00	\$72.12
	3/1/2027	\$46.96	\$7.91	\$11.25	\$6.90	\$0.00	\$73.02

Apprentice: FLOORCOVERER**Effective Date: 3/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.47	\$7.91	\$0.00	\$1.38	\$0.00	\$28.76
2	45.00	\$19.47	\$7.91	\$0.00	\$1.38	\$0.00	\$28.76
3	55.00	\$23.79	\$7.91	\$0.00	\$2.76	\$0.00	\$34.46
4	55.00	\$23.79	\$7.91	\$0.00	\$2.76	\$0.00	\$34.46
5	70.00	\$30.28	\$7.91	\$11.25	\$4.14	\$0.00	\$53.58
6	70.00	\$30.28	\$7.91	\$11.25	\$4.14	\$0.00	\$53.58
7	80.00	\$34.61	\$7.91	\$11.25	\$5.52	\$0.00	\$59.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: FLOORCOVERER Effective Date: 3/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	80.00	\$34.61	\$7.91	\$11.25	\$5.52	\$0.00	\$59.29
Apprentice: FLOORCOVERER Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.89	\$7.91	\$0.00	\$1.38	\$0.00	\$29.18
2	45.00	\$19.89	\$7.91	\$0.00	\$1.38	\$0.00	\$29.18
3	55.00	\$24.32	\$7.91	\$0.00	\$2.76	\$0.00	\$34.99
4	55.00	\$24.32	\$7.91	\$0.00	\$2.76	\$0.00	\$34.99
5	70.00	\$30.95	\$7.91	\$11.25	\$4.14	\$0.00	\$54.25
6	70.00	\$30.95	\$7.91	\$11.25	\$4.14	\$0.00	\$54.25
7	80.00	\$35.37	\$7.91	\$11.25	\$5.52	\$0.00	\$60.05
8	80.00	\$35.37	\$7.91	\$11.25	\$5.52	\$0.00	\$60.05
FORK LIFT OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.25	\$13.78	\$12.15	\$3.00	\$0.00	\$68.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GENERATORS/LIGHTING PLANTS OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$35.80	\$13.78	\$12.15	\$3.00	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333 GLAZIERS LOCAL 1333	6/1/2020	\$39.18	\$10.80	\$6.70	\$3.75	\$0.00	\$60.43
Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) Effective Date: 6/1/2020							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.59	\$10.80	\$1.50	\$0.30	\$0.00	\$32.19
2	56.25	\$22.04	\$10.80	\$1.50	\$0.30	\$0.00	\$34.64
3	62.50	\$24.49	\$10.80	\$1.95	\$0.50	\$0.00	\$37.74
4	68.75	\$26.94	\$10.80	\$1.95	\$0.50	\$0.00	\$40.19
5	75.00	\$29.39	\$10.80	\$2.50	\$0.65	\$0.00	\$43.34
6	81.25	\$31.83	\$10.80	\$2.50	\$0.65	\$0.00	\$45.78
7	87.50	\$34.28	\$10.80	\$6.70	\$3.75	\$0.00	\$55.53
8	93.75	\$36.73	\$10.80	\$6.70	\$3.75	\$0.00	\$57.98
GRADER/TRENCHING MACHINE/DERRICK	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
HVAC (DUCTWORK)	1/1/2025	\$42.23	\$12.20	\$10.79	\$7.95	\$2.13	\$75.30
SHEETMETAL WORKERS LOCAL 63							
SHEETMETAL WORKERS LOCAL 63							
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS)	12/29/2024	\$51.06	\$13.25	\$8.23	\$6.83	\$0.00	\$79.37
ELECTRICIANS LOCAL 7	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87
ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR)	1/1/2025	\$42.23	\$12.20	\$10.79	\$7.95	\$2.13	\$75.30
SHEETMETAL WORKERS LOCAL 63							
SHEETMETAL WORKERS LOCAL 63							
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER)	3/17/2024	\$49.21	\$9.55	\$10.10	\$7.00	\$0.00	\$75.86
PLUMBERS & PIPEFITTERS LOCAL 104							
PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC	3/17/2024	\$49.21	\$9.55	\$10.10	\$7.00	\$0.00	\$75.86
PLUMBERS & PIPEFITTERS LOCAL 104							
PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY)	6/1/2025	\$35.98	\$9.90	\$9.25	\$6.60	\$0.00	\$61.73
LABORERS	12/1/2025	\$37.21	\$9.90	\$9.25	\$6.60	\$0.00	\$62.96
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$39.25	\$9.90	\$9.25	\$6.60	\$0.00	\$65.00
	12/1/2026	\$40.54	\$9.90	\$9.25	\$6.60	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS)	9/1/2024	\$45.54	\$14.75	\$9.52	\$10.09	\$0.00	\$79.90
HEAT & FROST INSULATORS LOCAL 6	9/1/2025	\$48.27	\$14.75	\$9.52	\$10.09	\$0.00	\$82.63
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)	9/1/2026	\$51.01	\$14.75	\$9.52	\$10.09	\$0.00	\$85.37

Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.77	\$14.75	\$9.27	\$5.05	\$0.00	\$51.84
2	60.00	\$27.32	\$14.75	\$9.32	\$6.05	\$0.00	\$57.44
3	70.00	\$31.88	\$14.75	\$9.37	\$7.06	\$0.00	\$63.06
4	80.00	\$36.43	\$14.75	\$9.42	\$8.07	\$0.00	\$68.67

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.14	\$14.75	\$9.27	\$5.05	\$0.00	\$53.21
2	60.00	\$28.96	\$14.75	\$9.32	\$6.05	\$0.00	\$59.08
3	70.00	\$33.79	\$14.75	\$9.37	\$7.06	\$0.00	\$64.97
4	80.00	\$38.62	\$14.75	\$9.42	\$8.07	\$0.00	\$70.86
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IRONWORKER/WELDER IRONWORKERS LOCAL 12 IRONWORKERS LOCAL 12	7/1/2019	\$31.55	\$6.75	\$15.91	\$3.75	\$0.00	\$57.96
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Apprentice: IRONWORKER/WELDER							
Effective Date: 7/1/2019							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$18.93	\$6.75	\$0.00	\$3.50	\$0.00	\$29.18
2	70.00	\$22.09	\$6.75	\$11.14	\$3.50	\$0.00	\$43.48
3	80.00	\$25.24	\$6.75	\$12.72	\$3.50	\$0.00	\$48.21
4	90.00	\$28.40	\$6.75	\$14.32	\$3.50	\$0.00	\$52.97
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JACKHAMMER & PAVING BREAKER OPERATOR LABORERS LABORERS - ZONE 4 (BUILDING & SITE) For apprentice rates see "Apprentice- LABORER"	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
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LABORER LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$31.54	\$9.90	\$9.25	\$5.53	\$0.00	\$56.22
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Apprentice: LABORER							
Effective Date: 12/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$18.92	\$9.90	\$9.25	\$5.53	\$0.00	\$43.60
2	70.00	\$22.08	\$9.90	\$9.25	\$5.53	\$0.00	\$46.76
3	80.00	\$25.23	\$9.90	\$9.25	\$5.53	\$0.00	\$49.91
4	90.00	\$28.39	\$9.90	\$9.25	\$5.53	\$0.00	\$53.07
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LABORER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2025	\$35.23	\$9.90	\$9.25	\$6.60	\$0.00	\$60.98
	12/1/2025	\$36.46	\$9.90	\$9.25	\$6.60	\$0.00	\$62.21
	6/1/2026	\$38.50	\$9.90	\$9.25	\$6.60	\$0.00	\$64.25
	12/1/2026	\$39.79	\$9.90	\$9.25	\$6.60	\$0.00	\$65.54

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$21.14	\$9.90	\$9.25	\$6.60	\$0.00	\$46.89
2	70.00	\$24.66	\$9.90	\$9.25	\$6.60	\$0.00	\$50.41
3	80.00	\$28.18	\$9.90	\$9.25	\$6.60	\$0.00	\$53.93
4	90.00	\$31.71	\$9.90	\$9.25	\$6.60	\$0.00	\$57.46
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$21.88	\$9.90	\$9.25	\$6.60	\$0.00	\$47.63
2	70.00	\$25.52	\$9.90	\$9.25	\$6.60	\$0.00	\$51.27
3	80.00	\$29.17	\$9.90	\$9.25	\$6.60	\$0.00	\$54.92
4	90.00	\$32.81	\$9.90	\$9.25	\$6.60	\$0.00	\$58.56
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LABORER: CARPENTER TENDER	12/1/2024	\$31.54	\$9.90	\$9.25	\$5.53	\$0.00	\$56.22
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
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LABORER: CEMENT FINISHER TENDER	12/1/2024	\$31.54	\$9.90	\$9.25	\$5.53	\$0.00	\$56.22
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
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LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	6/1/2025	\$34.40	\$9.65	\$9.00	\$5.41	\$0.00	\$58.46
LABORERS	12/1/2025	\$35.63	\$9.65	\$9.00	\$5.41	\$0.00	\$59.69
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2026	\$37.67	\$9.65	\$9.00	\$5.41	\$0.00	\$61.73
	12/1/2026	\$38.96	\$9.65	\$9.00	\$5.41	\$0.00	\$63.02
	6/1/2027	\$40.26	\$9.65	\$9.00	\$5.41	\$0.00	\$64.32
	12/1/2027	\$41.56	\$9.65	\$9.00	\$5.41	\$0.00	\$65.62
	6/5/2028	\$42.91	\$9.65	\$9.00	\$5.41	\$0.00	\$66.97
	12/4/2028	\$44.26	\$9.65	\$9.00	\$5.41	\$0.00	\$68.32
For apprentice rates see "Apprentice- LABORER"							
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LABORER: MASON TENDER	12/1/2024	\$33.54	\$9.90	\$9.25	\$5.53	\$0.00	\$58.22
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
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LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER LABORERS LABORERS - ZONE 4 (BUILDING & SITE) For apprentice rates see "Apprentice- LABORER"	12/1/2024	\$31.54	\$9.90	\$9.25	\$5.53	\$0.00	\$56.22
LABORER: TREE REMOVER LABORERS LABORERS - ZONE 4 (BUILDING & SITE) 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"	12/1/2024	\$31.54	\$9.90	\$9.25	\$5.53	\$0.00	\$56.22
LASER BEAM OPERATOR LABORERS LABORERS - ZONE 4 (BUILDING & SITE) For apprentice rates see "Apprentice- LABORER"	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	2/1/2025	\$43.84	\$11.49	\$15.10	\$5.68	\$0.00	\$76.11
	8/1/2025	\$44.75	\$11.49	\$15.10	\$5.68	\$0.00	\$77.02
	2/1/2026	\$45.83	\$11.49	\$15.10	\$5.68	\$0.00	\$78.10
	8/1/2026	\$47.59	\$11.49	\$15.10	\$5.68	\$0.00	\$79.86
	2/1/2027	\$48.71	\$11.49	\$15.10	\$5.68	\$0.00	\$80.98

Apprentice: MARBLE & TILE FINISHERS**Effective Date: 2/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$21.92	\$11.49	\$15.10	\$5.68	\$0.00	\$54.19
2	60.00	\$26.30	\$11.49	\$15.10	\$5.68	\$0.00	\$58.57
3	70.00	\$30.69	\$11.49	\$15.10	\$5.68	\$0.00	\$62.96
4	80.00	\$35.07	\$11.49	\$15.10	\$5.68	\$0.00	\$67.34
5	90.00	\$39.46	\$11.49	\$15.10	\$5.68	\$0.00	\$71.73

Apprentice: MARBLE & TILE FINISHERS**Effective Date: 8/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.38	\$11.49	\$15.10	\$5.68	\$0.00	\$54.65
2	60.00	\$26.85	\$11.49	\$15.10	\$5.68	\$0.00	\$59.12
3	70.00	\$31.33	\$11.49	\$15.10	\$5.68	\$0.00	\$63.60
4	80.00	\$35.80	\$11.49	\$15.10	\$5.68	\$0.00	\$68.07
5	90.00	\$40.28	\$11.49	\$15.10	\$5.68	\$0.00	\$72.55

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANIC/WELDER/BOOM TRUCK	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 3)	1/6/2025	\$43.48	\$10.08	\$11.47	\$9.75	\$0.00	\$74.78
MILLWRIGHTS LOCAL 1121	1/5/2026	\$45.76	\$10.08	\$11.47	\$9.75	\$0.00	\$77.06
MILLWRIGHTS LOCAL 1121 - Zone 3							
Apprentice: MILLWRIGHT (Zone 3)							
Effective Date: 1/6/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$23.91	\$10.08	\$0.00	\$5.36	\$0.00	\$39.35
2	65.00	\$28.26	\$10.08	\$0.00	\$6.34	\$0.00	\$44.68
3	75.00	\$32.61	\$10.08	\$11.47	\$7.31	\$0.00	\$61.47
4	85.00	\$36.96	\$10.08	\$11.47	\$8.29	\$0.00	\$66.80
Apprentice: MILLWRIGHT (Zone 3)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.17	\$10.08	\$0.00	\$5.36	\$0.00	\$40.61
2	65.00	\$29.74	\$10.08	\$0.00	\$6.34	\$0.00	\$46.16
3	75.00	\$34.32	\$10.08	\$11.47	\$7.31	\$0.00	\$63.18
4	85.00	\$38.90	\$10.08	\$11.47	\$8.29	\$0.00	\$68.74
MORTAR MIXER	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
OILER	12/1/2023	\$35.02	\$13.78	\$12.15	\$3.00	\$0.00	\$63.95
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS VI	12/1/2023	\$32.74	\$13.78	\$12.15	\$3.00	\$0.00	\$61.67
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS)	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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Apprentice: PAINTER (BRIDGES/TANKS)**Effective Date: 1/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30

PAINTER (SPRAY OR SANDBLAST, NEW) *

1/1/2025

\$41.23

\$9.65

\$11.85

\$8.05

\$0.00

\$70.78

* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used.

PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 3

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) ***Effective Date: 1/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$20.62	\$9.95	\$0.00	\$0.00	\$0.00	\$30.57
2	55.00	\$22.68	\$9.95	\$0.00	\$4.43	\$0.00	\$37.06
3	60.00	\$24.74	\$9.95	\$0.00	\$4.83	\$0.00	\$39.52
4	65.00	\$26.80	\$9.95	\$0.00	\$5.23	\$0.00	\$41.98
5	70.00	\$28.86	\$9.95	\$11.85	\$5.64	\$0.00	\$56.30
6	75.00	\$30.92	\$9.95	\$11.85	\$6.04	\$0.00	\$58.76
7	80.00	\$32.98	\$9.95	\$11.85	\$6.44	\$0.00	\$61.22
8	90.00	\$37.11	\$9.95	\$11.85	\$7.25	\$0.00	\$66.16

PAINTER (SPRAY OR SANDBLAST, REPAINT)

1/1/2025

\$38.55

\$9.95

\$11.85

\$8.05

\$0.00

\$68.40

PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 3

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)**Effective Date: 1/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.28	\$9.95	\$0.00	\$0.00	\$0.00	\$29.23
2	55.00	\$21.20	\$9.95	\$0.00	\$4.43	\$0.00	\$35.58
3	60.00	\$23.13	\$9.95	\$0.00	\$4.83	\$0.00	\$37.91
4	65.00	\$25.06	\$9.95	\$0.00	\$5.23	\$0.00	\$40.24
5	70.00	\$26.99	\$9.95	\$11.85	\$5.64	\$0.00	\$54.43
6	75.00	\$28.91	\$9.95	\$11.85	\$6.04	\$0.00	\$56.75

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 1/1/2025							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Step 7	80.00	\$30.84	\$9.95	\$11.85	\$6.44	\$0.00	\$59.08
Step 8	90.00	\$34.70	\$9.95	\$11.85	\$7.25	\$0.00	\$63.75
<hr/>							
PAINTER / TAPER (BRUSH, NEW) *	1/1/2025	\$39.83	\$9.95	\$11.85	\$8.05	\$0.00	\$69.68
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							
<hr/>							
Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2025							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Step 1	50.00	\$19.92	\$9.95	\$0.00	\$0.00	\$0.00	\$29.87
Step 2	55.00	\$21.91	\$9.95	\$0.00	\$4.43	\$0.00	\$36.29
Step 3	60.00	\$23.90	\$9.95	\$0.00	\$4.83	\$0.00	\$38.68
Step 4	65.00	\$25.89	\$9.95	\$0.00	\$5.23	\$0.00	\$41.07
Step 5	70.00	\$27.88	\$9.95	\$11.85	\$5.64	\$0.00	\$55.32
Step 6	75.00	\$29.87	\$9.95	\$11.85	\$6.04	\$0.00	\$57.71
Step 7	80.00	\$31.86	\$9.95	\$11.85	\$6.44	\$0.00	\$60.10
Step 8	90.00	\$35.85	\$9.95	\$11.85	\$7.25	\$0.00	\$64.90
<hr/>							
PAINTER / TAPER (BRUSH, REPAINT)	1/1/2025	\$37.15	\$9.95	\$11.85	\$8.05	\$0.00	\$67.00
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							
<hr/>							
Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2025							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Step 1	50.00	\$18.58	\$9.95	\$0.00	\$0.00	\$0.00	\$28.53
Step 2	55.00	\$20.43	\$9.95	\$0.00	\$4.43	\$0.00	\$34.81
Step 3	60.00	\$22.29	\$9.95	\$0.00	\$4.83	\$0.00	\$37.07
Step 4	65.00	\$24.15	\$9.95	\$0.00	\$5.23	\$0.00	\$39.33
Step 5	70.00	\$26.01	\$9.95	\$11.85	\$5.64	\$0.00	\$53.45
Step 6	75.00	\$27.86	\$9.95	\$11.85	\$6.04	\$0.00	\$55.70
Step 7	80.00	\$29.72	\$9.95	\$11.85	\$6.44	\$0.00	\$57.96
Step 8	90.00	\$33.44	\$9.95	\$11.85	\$7.25	\$0.00	\$62.49
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PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2025	\$35.23	\$9.90	\$9.25	\$6.60	\$0.00	\$60.98
LABORERS	12/1/2025	\$36.46	\$9.90	\$9.25	\$6.60	\$0.00	\$62.21
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$38.50	\$9.90	\$9.25	\$6.60	\$0.00	\$64.25
	12/1/2026	\$39.79	\$9.90	\$9.25	\$6.60	\$0.00	\$65.54

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PANEL & PICKUP TRUCKS DRIVER	6/1/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$0.00	\$76.52
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$0.00	\$78.13
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							

Apprentice: PILE DRIVER

Effective Date: 8/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.14	\$10.08	\$0.00	\$2.53	\$0.00	\$34.75
2	55.00	\$27.05	\$10.08	\$0.00	\$5.07	\$0.00	\$42.20
3	70.00	\$34.43	\$10.08	\$11.62	\$7.60	\$0.00	\$63.73
4	80.00	\$39.35	\$10.08	\$11.62	\$10.14	\$0.00	\$71.19

PIPELAYER	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY)	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBER & PIPEFITTER	3/17/2024	\$49.21	\$9.55	\$10.10	\$7.00	\$0.00	\$75.86
PLUMBERS & PIPEFITTERS LOCAL 104							
PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION							

Apprentice: PLUMBER & PIPEFITTER

Effective Date: 3/17/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.14	\$9.55	\$10.10	\$0.00	\$0.00	\$41.79
2	50.00	\$24.61	\$9.55	\$10.10	\$0.00	\$0.00	\$44.26

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																																								
<div>Apprentice: PLUMBER & PIPEFITTER</div> <div>Effective Date: 3/17/2024</div> <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>3</td><td>55.00</td><td>\$27.07</td><td>\$9.55</td><td>\$10.10</td><td>\$0.00</td><td>\$0.00</td><td>\$46.72</td></tr><tr><td>4</td><td>60.00</td><td>\$29.53</td><td>\$9.55</td><td>\$10.10</td><td>\$0.00</td><td>\$0.00</td><td>\$49.18</td></tr><tr><td>5</td><td>65.00</td><td>\$31.99</td><td>\$9.55</td><td>\$10.10</td><td>\$0.00</td><td>\$0.00</td><td>\$51.64</td></tr><tr><td>6</td><td>70.00</td><td>\$34.45</td><td>\$9.55</td><td>\$10.10</td><td>\$0.00</td><td>\$0.00</td><td>\$54.10</td></tr><tr><td>7</td><td>75.00</td><td>\$36.91</td><td>\$9.55</td><td>\$10.10</td><td>\$0.00</td><td>\$0.00</td><td>\$56.56</td></tr><tr><td>8</td><td>80.00</td><td>\$39.37</td><td>\$9.55</td><td>\$10.10</td><td>\$0.00</td><td>\$0.00</td><td>\$59.02</td></tr><tr><td>9</td><td>80.00</td><td>\$39.37</td><td>\$9.55</td><td>\$10.10</td><td>\$7.00</td><td>\$0.00</td><td>\$66.02</td></tr><tr><td>10</td><td>80.00</td><td>\$39.37</td><td>\$9.55</td><td>\$10.10</td><td>\$7.00</td><td>\$0.00</td><td>\$66.02</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	3	55.00	\$27.07	\$9.55	\$10.10	\$0.00	\$0.00	\$46.72	4	60.00	\$29.53	\$9.55	\$10.10	\$0.00	\$0.00	\$49.18	5	65.00	\$31.99	\$9.55	\$10.10	\$0.00	\$0.00	\$51.64	6	70.00	\$34.45	\$9.55	\$10.10	\$0.00	\$0.00	\$54.10	7	75.00	\$36.91	\$9.55	\$10.10	\$0.00	\$0.00	\$56.56	8	80.00	\$39.37	\$9.55	\$10.10	\$0.00	\$0.00	\$59.02	9	80.00	\$39.37	\$9.55	\$10.10	\$7.00	\$0.00	\$66.02	10	80.00	\$39.37	\$9.55	\$10.10	\$7.00	\$0.00	\$66.02
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																																								
3	55.00	\$27.07	\$9.55	\$10.10	\$0.00	\$0.00	\$46.72																																																																								
4	60.00	\$29.53	\$9.55	\$10.10	\$0.00	\$0.00	\$49.18																																																																								
5	65.00	\$31.99	\$9.55	\$10.10	\$0.00	\$0.00	\$51.64																																																																								
6	70.00	\$34.45	\$9.55	\$10.10	\$0.00	\$0.00	\$54.10																																																																								
7	75.00	\$36.91	\$9.55	\$10.10	\$0.00	\$0.00	\$56.56																																																																								
8	80.00	\$39.37	\$9.55	\$10.10	\$0.00	\$0.00	\$59.02																																																																								
9	80.00	\$39.37	\$9.55	\$10.10	\$7.00	\$0.00	\$66.02																																																																								
10	80.00	\$39.37	\$9.55	\$10.10	\$7.00	\$0.00	\$66.02																																																																								
PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 104 PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"	3/17/2024	\$49.21	\$9.55	\$10.10	\$7.00	\$0.00	\$75.86																																																																								
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2025 12/1/2025 6/1/2026 12/1/2026	\$35.48 \$36.71 \$38.75 \$40.04	\$9.90 \$9.90 \$9.90 \$9.90	\$9.25 \$9.25 \$9.25 \$9.25	\$6.60 \$6.60 \$6.60 \$6.60	\$0.00 \$0.00 \$0.00 \$0.00	\$61.23 \$62.46 \$64.50 \$65.79																																																																								
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)																																																																															
POWDERMAN & BLASTER LABORERS LABORERS - ZONE 4 (BUILDING & SITE) For apprentice rates see "Apprentice- LABORER"	12/1/2024	\$32.54	\$9.90	\$9.25	\$5.53	\$0.00	\$57.22																																																																								
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2025 12/1/2025 6/1/2026 12/1/2026	\$36.23 \$37.46 \$39.50 \$40.79	\$9.90 \$9.90 \$9.90 \$9.90	\$9.25 \$9.25 \$9.25 \$9.25	\$6.19 \$6.19 \$6.19 \$6.19	\$0.00 \$0.00 \$0.00 \$0.00	\$61.57 \$62.80 \$64.84 \$66.13																																																																								
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)																																																																															
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49																																																																								
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96																																																																								
READY-MIX CONCRETE DRIVER TEAMSTERS 404 - Construction Service (Northampton) TEAMSTERS 404 - Construction Service (Northampton)	5/1/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$0.00	\$45.21																																																																								
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47																																																																								

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
ROLLER OPERATOR	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Coal tar pitch)	10/2/2024	\$42.38	\$10.35	\$8.70	\$9.30	\$0.00	\$70.73
ROOFERS LOCAL 248	7/16/2025	\$43.88	\$10.35	\$8.70	\$9.30	\$0.00	\$72.23
ROOFERS LOCAL 248	10/2/2025	\$44.88	\$10.35	\$8.70	\$9.30	\$0.00	\$73.23
	7/16/2026	\$46.88	\$10.35	\$8.70	\$9.30	\$0.00	\$75.23
For apprentice rates see "Apprentice- ROOFER"							
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing)	10/2/2024	\$41.88	\$10.35	\$8.70	\$9.30	\$0.00	\$70.23
ROOFERS LOCAL 248	7/16/2025	\$43.38	\$10.35	\$8.70	\$9.30	\$0.00	\$71.73
ROOFERS LOCAL 248	10/2/2025	\$44.38	\$10.35	\$8.70	\$9.30	\$0.00	\$72.73
	7/16/2026	\$46.38	\$10.35	\$8.70	\$9.30	\$0.00	\$74.73
Apprentice: ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing)							
Effective Date: 10/2/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.13	\$10.35	\$0.00	\$0.00	\$0.00	\$35.48
2	65.00	\$27.22	\$10.35	\$8.70	\$9.30	\$0.00	\$55.57
3	70.00	\$29.32	\$10.35	\$8.70	\$9.30	\$0.00	\$57.67
4	75.00	\$31.41	\$10.35	\$8.70	\$9.30	\$0.00	\$59.76
5	80.00	\$33.50	\$10.35	\$8.70	\$9.30	\$0.00	\$61.85
6	85.00	\$35.60	\$10.35	\$8.70	\$9.30	\$0.00	\$63.95
7	90.00	\$37.69	\$10.35	\$8.70	\$9.30	\$0.00	\$66.04
8	95.00	\$39.79	\$10.35	\$8.70	\$9.30	\$0.00	\$68.14
ROOFER SLATE / TILE / PRECAST CONCRETE							
ROOFERS LOCAL 248	10/2/2024	\$42.38	\$10.35	\$8.70	\$9.30	\$0.00	\$70.73
ROOFERS LOCAL 248	7/16/2025	\$43.88	\$10.35	\$8.70	\$9.30	\$0.00	\$72.23
ROOFERS LOCAL 248	10/2/2025	\$44.88	\$10.35	\$8.70	\$9.30	\$0.00	\$73.23
	7/16/2026	\$46.88	\$10.35	\$8.70	\$9.30	\$0.00	\$75.23
For apprentice rates see "Apprentice- ROOFER"							
SCRAPER	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS)	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SELF-PROPELLED POWER BROOM	12/1/2023	\$35.80	\$13.78	\$12.15	\$3.00	\$0.00	\$64.73
OPERATING ENGINEERS LOCAL 98							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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OPERATING ENGINEERS LOCAL 98

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SHEETMETAL WORKER	1/1/2025	\$42.23	\$12.20	\$10.79	\$7.95	\$2.13	\$75.30
SHEETMETAL WORKERS LOCAL 63							
SHEETMETAL WORKERS LOCAL 63							

Apprentice: SHEETMETAL WORKER

Effective Date: 1/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.00	\$5.49	\$4.86	\$0.00	\$0.85	\$30.20
2	50.00	\$21.12	\$6.10	\$5.40	\$0.00	\$0.94	\$33.56
3	55.00	\$23.23	\$6.71	\$9.71	\$0.00	\$1.15	\$40.80
4	60.00	\$25.34	\$7.32	\$9.71	\$0.00	\$1.23	\$43.60
5	65.00	\$27.45	\$7.93	\$9.71	\$0.00	\$1.31	\$46.40
6	70.00	\$29.56	\$8.54	\$9.71	\$0.00	\$1.39	\$49.20
7	75.00	\$31.67	\$9.15	\$9.71	\$0.00	\$1.47	\$52.00
8	80.00	\$33.78	\$9.76	\$9.71	\$7.95	\$1.78	\$62.98
9	85.00	\$35.90	\$10.37	\$9.71	\$7.95	\$1.86	\$65.79
10	90.00	\$38.01	\$10.98	\$9.71	\$7.95	\$1.94	\$68.59

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53

SPECIALIZED EARTH MOVING EQUIP > 35 TONS	6/1/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$0.00	\$77.27
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$0.00	\$78.88
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$0.00	\$79.48
	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82

SPRINKLER FITTER	4/1/2023	\$47.43	\$11.45	\$7.20	\$9.41	\$0.00	\$75.49
SPRINKLER FITTERS LOCAL 669							
SPRINKLER FITTERS LOCAL 669							

Apprentice: SPRINKLER FITTER

Effective Date: 4/1/2023

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$21.34	\$8.22	\$0.00	\$0.00	\$0.00	\$29.56
2	50.00	\$23.72	\$8.22	\$0.00	\$0.00	\$0.00	\$31.94
3	55.00	\$26.09	\$11.45	\$7.20	\$0.00	\$0.00	\$44.74
4	60.00	\$28.46	\$11.45	\$7.20	\$1.15	\$0.00	\$48.26

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SPRINKLER FITTER Effective Date: 4/1/2023							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	65.00	\$30.83	\$11.45	\$7.20	\$1.15	\$0.00	\$50.63
6	70.00	\$33.20	\$11.45	\$7.20	\$1.40	\$0.00	\$53.25
7	75.00	\$35.57	\$11.45	\$7.20	\$1.40	\$0.00	\$55.62
8	80.00	\$37.94	\$11.45	\$7.20	\$1.40	\$0.00	\$57.99
9	85.00	\$40.32	\$11.45	\$7.20	\$1.40	\$0.00	\$60.37
10	90.00	\$42.69	\$11.45	\$7.20	\$1.40	\$0.00	\$62.74
<hr/>							
TELECOMMUNICATION TECHNICIAN	12/29/2024	\$51.06	\$13.25	\$8.23	\$6.83	\$0.00	\$79.37
ELECTRICIANS LOCAL 7	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87
ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
<hr/>							
Apprentice: TELECOMMUNICATION TECHNICIAN Effective Date: 12/29/2024							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$20.42	\$7.35	\$0.61	\$0.00	\$0.00	\$28.38
2	45.00	\$22.98	\$7.35	\$0.69	\$0.00	\$0.00	\$31.02
3	50.00	\$25.53	\$13.25	\$7.47	\$0.00	\$0.00	\$46.25
4	55.00	\$28.08	\$13.25	\$7.54	\$0.00	\$0.00	\$48.87
5	65.00	\$33.19	\$13.25	\$9.74	\$0.00	\$0.00	\$56.18
6	70.00	\$35.74	\$13.25	\$11.19	\$0.00	\$0.00	\$60.18
<hr/>							
Apprentice: TELECOMMUNICATION TECHNICIAN Effective Date: 6/29/2025							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$20.86	\$7.50	\$0.63	\$0.00	\$0.00	\$28.99
2	45.00	\$23.47	\$7.50	\$0.70	\$0.00	\$0.00	\$31.67
3	50.00	\$26.08	\$13.50	\$7.53	\$0.00	\$0.00	\$47.11
4	55.00	\$28.69	\$13.50	\$7.61	\$0.00	\$0.00	\$49.80
5	65.00	\$33.90	\$13.50	\$9.84	\$0.00	\$0.00	\$57.24
6	70.00	\$36.51	\$13.50	\$11.30	\$0.00	\$0.00	\$61.31
<hr/>							
TERRAZZO FINISHERS	2/1/2025	\$64.74	\$11.49	\$15.57	\$8.02	\$0.00	\$99.82
BRICKLAYERS LOCAL 3	8/1/2025	\$66.89	\$11.49	\$15.57	\$8.02	\$0.00	\$101.97
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	2/10/2026	\$68.24	\$11.49	\$15.57	\$8.02	\$0.00	\$103.32
	8/1/2026	\$70.44	\$11.49	\$15.57	\$8.02	\$0.00	\$105.52
	2/1/2027	\$71.84	\$11.49	\$15.57	\$8.02	\$0.00	\$106.92

**Total
Rate**

Total Rate
\$67.45
\$73.92
\$80.40
\$86.87
\$93.35

Total Rate
\$68.53
\$75.21
\$81.90
\$88.59
\$95.28

\$100.87
\$103.02
\$104.37
\$106.57
\$107.97

Total Rate
\$67.96
\$74.54
\$81.12
\$87.71
\$94.29

Total Rate
\$69.04
\$75.83
\$82.63

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																								
<div>Apprentice: TERRAZZO MECHANIC</div> <div>Effective Date: 8/1/2025</div> <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>4</td><td>80.00</td><td>\$54.38</td><td>\$11.49</td><td>\$15.57</td><td>\$7.99</td><td>\$0.00</td><td>\$89.43</td></tr><tr><td>5</td><td>90.00</td><td>\$61.17</td><td>\$11.49</td><td>\$15.57</td><td>\$7.99</td><td>\$0.00</td><td>\$96.22</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	4	80.00	\$54.38	\$11.49	\$15.57	\$7.99	\$0.00	\$89.43	5	90.00	\$61.17	\$11.49	\$15.57	\$7.99	\$0.00	\$96.22
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																								
4	80.00	\$54.38	\$11.49	\$15.57	\$7.99	\$0.00	\$89.43																								
5	90.00	\$61.17	\$11.49	\$15.57	\$7.99	\$0.00	\$96.22																								
TEST BORING DRILLER	6/1/2025	\$51.70	\$9.90	\$9.25	\$9.80	\$0.00	\$80.65																								
LABORERS	12/1/2025	\$53.20	\$9.90	\$9.25	\$9.80	\$0.00	\$82.15																								
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$54.75	\$9.90	\$9.25	\$9.80	\$0.00	\$83.70																								
	12/1/2026	\$56.25	\$9.90	\$9.25	\$9.80	\$0.00	\$85.20																								
For apprentice rates see "Apprentice- LABORER"																															
TEST BORING DRILLER HELPER	6/1/2025	\$47.82	\$9.90	\$9.25	\$9.80	\$0.00	\$76.77																								
LABORERS	12/1/2025	\$49.32	\$9.90	\$9.25	\$9.80	\$0.00	\$78.27																								
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.87	\$9.90	\$9.25	\$9.80	\$0.00	\$79.82																								
	12/1/2026	\$52.37	\$9.90	\$9.25	\$9.80	\$0.00	\$81.32																								
For apprentice rates see "Apprentice- LABORER"																															
TEST BORING LABORER	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65																								
LABORERS	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15																								
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70																								
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20																								
For apprentice rates see "Apprentice- LABORER"																															
TRACTORS	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35																								
OPERATING ENGINEERS LOCAL 98																															
OPERATING ENGINEERS LOCAL 98																															
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																															
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$0.00	\$77.56																								
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$0.00	\$79.17																								
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77																								
	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77																								
	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51																								
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11																								
TUNNEL WORK - COMPRESSED AIR	6/1/2025	\$59.93	\$9.90	\$9.25	\$10.25	\$0.00	\$89.33																								
LABORERS	12/1/2025	\$61.43	\$9.90	\$9.25	\$10.25	\$0.00	\$90.83																								
LABORERS (COMPRESSED AIR)	6/1/2026	\$62.98	\$9.90	\$9.25	\$10.25	\$0.00	\$92.38																								
	12/1/2026	\$64.48	\$9.90	\$9.25	\$10.25	\$0.00	\$93.88																								
For apprentice rates see "Apprentice- LABORER"																															
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	6/1/2025	\$61.93	\$9.90	\$9.25	\$10.25	\$0.00	\$91.33																								
LABORERS	12/1/2025	\$63.43	\$9.90	\$9.25	\$10.25	\$0.00	\$92.83																								
LABORERS (COMPRESSED AIR)	6/1/2026	\$64.98	\$9.90	\$9.25	\$10.25	\$0.00	\$94.38																								
	12/1/2026	\$66.48	\$9.90	\$9.25	\$10.25	\$0.00	\$95.88																								
For apprentice rates see "Apprentice- LABORER"																															

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR LABORERS	6/1/2025	\$52.00	\$9.90	\$9.25	\$10.25	\$0.00	\$81.40
LABORERS (FREE AIR TUNNEL)	12/1/2025	\$53.50	\$9.90	\$9.25	\$10.25	\$0.00	\$82.90
	6/1/2026	\$55.05	\$9.90	\$9.25	\$10.25	\$0.00	\$84.45
	12/1/2026	\$56.55	\$9.90	\$9.25	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	6/1/2025	\$54.00	\$9.90	\$9.25	\$10.25	\$0.00	\$83.40
LABORERS (FREE AIR TUNNEL)	12/1/2025	\$55.50	\$9.90	\$9.25	\$10.25	\$0.00	\$84.90
	6/1/2026	\$57.05	\$9.90	\$9.25	\$10.25	\$0.00	\$86.45
	12/1/2026	\$58.55	\$9.90	\$9.25	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WATER METER INSTALLER PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2024	\$49.21	\$9.55	\$10.10	\$7.00	\$0.00	\$75.86
PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION							
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

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

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

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



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LT. GOVERNOR

JOANNE F. GOLDSTEIN
SECRETARY

GEORGE E. NOEL
DIRECTOR

HEATHER E. ROWE
ACTING COMMISSIONER

**NOTICE TO CONTRACTORS AND AWARDDING AUTHORITIES REGARDING
CALCULATION OF APPRENTICE WAGE RATES, July 13, 2010**

Please be advised that, pursuant to Division of Occupational Safety (DOS) Opinion Letter PW-2010-03-03.16.10, effective March 18, 2010, the prevailing wage rates for apprentices are published on the rates sheets based upon the actual wages and benefits paid to apprentices under applicable collective bargaining agreements, as required by the Massachusetts Prevailing Wage Law. G.L. c. 149, §§ 26, 27 et. seq. In many cases, collective bargaining agreements provide that apprentices in the first year(s) of the apprentice program receive fewer benefits than journeymen and apprentices in later years of the program. The published rates include only those benefits that the apprentice at each step is entitled to receive under the applicable collective bargaining agreement.

All contractors and subcontractors are required to pay apprentices not less than the rate published. They may deduct from the published rate the hourly value of any allowable benefits that they actually contribute on behalf of the apprentice and pay the apprentice the remainder in wages. Any questions about apprentice wage rates should be directed to the DOS at (617) 626-6952.

WEEKLY CERTIFIED PAYROLL REPORT AND WORKFORCE PARTICIPATION FORM

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

WORKFORCE PARTICIPATION GOALS: The Commonwealth of Massachusetts has set the following goals for workforce participation for minorities and women. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The Contractor shall strive to achieve on this project the labor workforce participation goals contained herein. **The Contractor shall enter the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority below.**

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

APPRENTICESHIP DOCUMENTATION:

Please answer the questions below.

- (1) Are any apprentice employees identified above?
- (2) If yes, are all apprentice employees identified above currently registered with the MA DLS Division of Apprentice Standards?
- (3) If yes, is a copy of the apprentice ID card issued by the MA DLS Division of Apprentice Standards included for all apprentice employees identified above?

YES <input style="width: 40px; height: 20px;" type="text"/>	NO <input style="width: 40px; height: 20px;" type="text"/>
YES <input style="width: 40px; height: 20px;" type="text"/>	NO <input style="width: 40px; height: 20px;" type="text"/>
YES <input style="width: 40px; height: 20px;" type="text"/>	NO <input style="width: 40px; height: 20px;" type="text"/>

WEEKLY STATEMENT OF COMPLIANCE

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

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

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

WEEKLY STATEMENT OF COMPLIANCE

_____, 20____

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

do hereby state:

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

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

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

Signature _____

Title _____

WAGE RATE SCHEDULES

The wage rate schedule issued for the project by DLS will remain in effect for the entire project, except in the case of multi-year construction projects. For construction projects lasting more than one year, awarding authorities must request an updated rate schedule from DLS, which will become effective on the anniversary date of the contract.

A copy of the wage rate schedule is required by law to be posted in a visible location at the public construction work site.

A wage rate schedule issued for another project may not be used on any other project. Each wage rate schedule applies only to the public works project for which it was issued.

PENALTIES

Contractors may be called upon to demonstrate how they could complete the project and comply with the prevailing wage law.

Non-compliance with the law subjects the contractor to potential civil and criminal liability as well as debarment and stop work orders. The awarding authority may also, under certain circumstances, be subject to civil liability. M.G.L. c. 149, § 28

Note that projects that are federally-funded, or partially federally-funded, may require Davis-Bacon wage rates issued by the U.S. Department of Labor, Wage and Hour Division. For more information, contact: 1-866-4USWAGE or Boston District Office: (617) 624-6700 or Taunton Area Office: (508) 821-9106.

ADMINISTRATION AND ENFORCEMENT

Two state government agencies have different responsibilities related to the prevailing wage laws:

Administration and Interpretation

DLS is responsible for issuing wage schedules and job classifications, and making determinations on the applicability of the prevailing wage. Appeals of prevailing wage rate schedules may be made to DLS.

MA Department of Labor Standards
19 Staniford Street, 2nd Floor
Boston, MA 02108
(617) 626-6953
www.mass.gov/dols/pw

Enforcement

The Office of the Attorney General's Fair Labor Division is responsible for enforcing the prevailing wage laws and receives all bid protests.

Office of the Attorney General
Fair Labor Division
One Ashburton Place
Boston, MA 02108
(617) 727-3465
www.mass.gov/ago/fairlabor

This information is brought to you by:
Office of Attorney General Andrea Joy Campbell

THE MASSACHUSETTS PREVAILING WAGE LAWS

M.G.L. c. 149, §§ 26-27H
M.G.L. c. 6C, § 44
M.G.L. c. 71, § 7A
M.G.L. c. 121B, § 29
CH. 195 OF THE ACTS OF 2014



AN IMPORTANT GUIDE FOR AWARDING AUTHORITIES

PREVAILING WAGE IN MASSACHUSETTS

The Massachusetts prevailing wage laws require that covered employees on public works projects be paid a minimum hourly rate set by the Department of Labor Standards (DLS). The prevailing wage laws apply to both union and non-union employers/employees. The Attorney General's Office (AGO) enforces these laws.

AWARDING AUTHORITY DEFINED

The law provides that public works by "the commonwealth, or by a county, town, or district" require the payment of prevailing wages. In general, this means all public agencies and their subdivisions, including state agencies, counties, authorities, cities, towns, school departments, highway or public works departments, water departments, housing authorities, and other municipal departments are covered by the prevailing wage laws.

CERTIFIED PAYROLL RECORDS (CPRs)

For construction projects, all contractors and sub-contractors are required to file certified payroll records directly with the awarding authority on a weekly basis. These records must contain accurate information detailing each employee's name, address, occupational classification, hours worked and wages paid. The records must be certified and signed by the contractor or agent under the pains and penalties of perjury. All contractors and sub-contractors must submit the records directly to the awarding authority every week and a final statement of compliance within fifteen days of the completion of the contractor and/or sub-contractor's work.

COVERED PROJECTS

The law states that all "public works" projects require payment of prevailing wages. The law applies to all covered public works projects, regardless of the cost or size of the project and applies to projects that are exempt from bidding requirements.

The following public work is covered by the requirement to pay prevailing wages:

- Public construction work, including additions and alterations to public buildings: M.G.L. c. 149, §§ 26-27D
 - Use of trucks, vehicles, and other equipment to perform public works functions including trash and recycling collection and hauling: M.G.L. c. 149, § 27F
 - Moving office furniture and fixtures: M.G.L. c. 149, § 27G
 - Cleaning state office buildings or buildings leased by the state: M.G.L. c. 149, § 27H
 - Transportation of students to public schools, including charter schools: M.G.L. c. 71, § 7A
 - Certain housing authority employees such as maintenance workers, laborers, and mechanics: M.G.L. c. 121B, § 29
 - MA Convention Center Authority security guard services: Chapter 195 of the Acts of 2014
 - MassDOT relocation of utilities or utility facility: M.G.L. c. 6C, § 44
- If you have a question about whether or not a project requires prevailing wages, you must contact DLS.

HOW TO COMPLY

Every awarding authority **must**:

- Request official prevailing wage rate schedules from DLS before bids or quotes are solicited for public works projects. Requesting a prevailing wage rate schedule is easy. Visit www.mass.gov/dols/pw to register as a requestor and get more information about the automated system.
- Make copies available (free of charge) to all bidders or persons providing price quotes. Since DLS does not issue wage rate schedules directly to contractors, the awarding authority must provide them to all bidders.
- Ensure that all bids reflect prevailing wage rates and should, therefore, review all bids carefully.
- Include the wage rate schedule in the contract, once a contractor has been selected.
- Ensure that no contractor with whom you are engaging is debarred from engaging in public work. Check the AGO website for the latest debarment list.
- Monitor the contractors' compliance with the prevailing wage laws. For construction projects, weekly certified payroll records (CPRs) must be collected from all contractors (and subcontractors) and kept on file. You are encouraged to notify the AGO's Fair Labor Division if contractors fail to comply with this provision or if you believe that a contractor is not paying prevailing wages.

**An Advisory from the Attorney General's Fair Labor Division on
M.G.L. c. 149, s. 148B
2008/1¹**

The Office of the Attorney General (AGO) issues the following Advisory regarding M.G.L. c. 149, s. 148B, the Massachusetts Independent Contractor Law or the Massachusetts Misclassification Law (the "Law"). This Advisory provides guidance with respect to the Attorney General's understanding of and enforcement of the Law. This Advisory is not a formal opinion. Opinions of the Attorney General are formal documents rendered pursuant to specific statutory authority. M.G.L. c. 12, s. 3, 6, and 9. The Advisory is intended to provide guidance only and does not create any rights or remedies.

I. INTRODUCTION

A. The Need for Enforcement

The need for proper classification of individuals in the workplace is of paramount importance to the Commonwealth.² Entities that misclassify individuals are in many cases committing insurance fraud and deprive individuals of the many protections and benefits, both public and private, that employees enjoy. Misclassified individuals are often left without unemployment insurance and workers' compensation benefits. In addition, misclassified individuals do not have access to employer-provided health care and may be paid reduced wages or cash as wage payments.

Similarly, entities that misclassify individuals deprive the Commonwealth of tax revenue that the state would otherwise receive from payroll taxes. In addition, as a result of misclassification, the Commonwealth often incurs additional costs, such as providing health care coverage for uninsured workers. Other potential costs for the Commonwealth include providing workers' compensation benefits paid by the Workers' Compensation Trust Fund, and unemployment assistance without employer contribution into the Division of Unemployment Assistance fund, among other indirect costs.

Finally, businesses that properly classify employees and follow all of the relevant statutes regarding employment are likely to be at a distinct competitive disadvantage when vying for the same work, customers or contracts as those businesses that do not play by the rules. Further, by paying the proper taxes and insurance premiums, businesses following the Law are, in effect, subsidizing those businesses that do not. Misclassification undermines fair market competition and negatively impacts the business environment in the Commonwealth. The AGO expects businesses to contract only with businesses that properly classify their workers.

¹ This Advisory supersedes the Attorney General's prior Advisories regarding M.G.L. c. 149, s. 148B, including "An Advisory from the Attorney General, Amendments to Massachusetts Independent Contractor Law," Advisory 2004/2; and an "Advisory from the Attorney General's Fair Labor and Business Practices Division on the Issue of Employee Versus Independent Contractor," Advisory 94/3.

² The Commissioner of Revenue is charged with administering the Massachusetts wage withholding laws under M.G.L. c. 62B, which provides a different definition of employee than M.G.L. c. 149, s. 148B, for purposes of Massachusetts income tax withholding. See *Department of Revenue TIR 05-11: Effect of New Employee Classification under M.G.L. c. 149, s. 148B on Withholding of Tax on Wages under M.G.L. c. 62B*. In addition, a definition similar but not identical to M.G.L. c. 149, s. 148B, exists for unemployment insurance purposes. M.G.L. c. 151A, s. 2. The Massachusetts Workers' Compensation Law also provides a different definition of employee. M.G.L. c. 152, s. 1(4).

B. The History of the Law

The proper classification of employees has long been an issue of great concern in the Commonwealth. Under common law, a number of factors determined the existence of an employer/employee relationship based on the totality of the relationship. See, e.g., *Commonwealth v. Savage*, 31 Mass. App. Ct. 714 (1991). Those factors included the degree of control, the opportunity for profit and risk of loss, the employee's investment in the business facility, the permanency of the relationship, the skill required and the degree to which the employee's services were integral to the business.

In 1990, Massachusetts enacted the first version of the Law. By enacting the Law, the Legislature established that notwithstanding that a working relationship could be considered to be one of independent contractor under common law, the worker may still be deemed in employment for the purposes of the Law. *Boston Bicycle Couriers v. Deputy Director of the Division of Employment and Training*, 56 Mass. App. Ct. 473, 477 (2002).

Subsequent to its enactment in 1990, the Law has undergone several amendments including: Section 214 of Chapter 286 of the Acts of 1992; Section 165 of Chapter 110 of the Acts of 1993; Section 12 of Chapter 236 of the Acts of 1998; and Section 26 of Chapter 193 of the Acts of 2004. The 2004 amendment was part of legislation making broad changes to the laws governing the public construction industry. However, the Law, including the 2004 amendment, applies more broadly to a wide range of industries. The 2004 amendment kept intact, in large part, the standard for determining whether an individual is an employee, but made several changes from the earlier version of the statute. The amendment deleted the element "or is performed outside of all places of the business of the enterprise" as an alternative factor in prong two. In addition, the first element of prong two of the Law had read: "such service is performed ... outside the usual course of business *for which the service is performed*..." After the 2004 amendment, the element reads: "the service is performed outside the usual course of business *of the employer*." Finally, the amendment added "trade" to the list of activities eligible for independent contractor status in prong three.

II. THE LAW

M.G.L. c. 149, s. 148B, provides a three-part test which requires that all three elements (commonly referred to as prongs one, two and three or the A, B, C test) must exist in order for an individual to be classified other than as an employee. The burden of proof is on the employer, and the inability of an employer to prove any one of the prongs is sufficient to conclude that the individual in question is an employee. M.G.L. c. 149, s. 148B (using the term "unless"). See also *Scalli v. Citizens Financial Group*, 2006 WL 1581625, *14 (D. Mass. 2006); *Rainbow Development, LLC v. Com., Dept. of Industrial Accidents*, 2005 WL 3543770, *2 (Mass. Sup. Ct. 2005).

Courts have had a limited opportunity to interpret M.G.L. c. 149, s. 148B. In *College News Service v. Department of Industrial Accidents*, 21 Mass.L.Rptr. 464, 2006 WL 2830971, the Superior Court noted that M.G.L. c. 149, s. 148B is almost identical to M.G.L. c. 151A, s. 2, the statute used by the Division of Unemployment Assistance, and therefore relied on the case law analyzing M.G.L. c. 151A, s. 2, to interpret M.G.L. c. 149, s. 148B. See *4 ("If the Legislature uses the same language in several provisions concerning the same subject matter [e.g., the definition of an employee in distinction from an independent contractor], the courts will presume it to have given the language the same meaning in each provision.").

See also *Commonwealth v. Germano*, 379 Mass. 268, 275-76 (1979). Because prongs one and three of M.G.L. c. 149, s. 148B and M.G.L. c. 151A, s. 2 are nearly identical and because prong two of M.G.L. c. 149, s. 148B contains one of the two steps of prong two in M.G.L. c. 151A, s. 2, Massachusetts case law interpreting M.G.L. c. 151A, s. 2 provides a useful guide to interpreting M.G.L. c. 149, s. 148B.

A. The Three Prong Test

Prong One: Freedom from Control

The first prong of M.G.L. c. 149, s. 148B provides that the individual must be “free from control and direction in connection with the performance of the service, both under his contract for the performance of service and in fact” in order for the individual to be an independent contractor. In *Commissioner of the Division of Unemployment Assistance v. Town Taxi of Cape Cod*, 68 Mass. App. Ct. 426, 434 (2007), the Court noted in interpreting the nearly identical language of prong one of M.G.L. c. 151A, s. 2 that:

The first part of the test examines the degree of control and direction retained by the employing entity over the services performed. The burden is upon the employer to demonstrate that the services at issue are performed free from its control or direction. The test is not so narrow as to require that a worker be entirely free from direction and control from outside forces.

Id. (citations omitted).

The first prong of the test includes a determination of the employer’s actual control and direction of the individual. See M.G.L. c. 149, s. 148B (using the phrase “in fact”). An employment contract or job description indicating that an individual is free from supervisory direction or control is insufficient by itself to classify an individual as an independent contractor under the Law. To be free from an employer’s direction and control, a worker’s activities and duties should actually be carried out with minimal instruction. For example, an independent contractor completes the job using his or her own approach with little direction and dictates the hours that he or she will work on the job.

Prong Two: Service Outside the Usual Course of the Employer’s Business

Prong two of M.G.L. c. 149, s. 148B(a)(2) provides that the service the individual performs must be “outside the usual course of business of the employer” in order for the individual to not be classified as an employee. Prior to the 2004 amendment, the employer could alternatively demonstrate that the work was performed “outside of all places of the business of the enterprise.” The Law does not define “usual course of business” and Massachusetts courts have had limited opportunities to do so. In *Athol Daily News v. Division of Employment and Training*, 439 Mass. 171, 179 (2003), the Court found that newspaper carriers were performing the “usual course of business” of the newspaper relying on the employer’s own definition of its business. In *American Zurich v. Dept. of Industrial Accidents*, 2006 WL 2205085, *4 (Mass. Super. 2006), Judge Paul Troy noted that “a worker whose services form a regular and continuing part of the employer’s business” and “whose method of operation is not such an independent business” through which workers’ compensation costs can be channeled, “should be found to be an employee.” *Id.* Yet, “if the worker is performing services that are part of an independent, separate, and distinct business from that of the employer,” prong two is not implicated. *Id.*

Prong Three: Independent Trade, Occupation, Profession or Business

Prong three provides that the individual “is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the service performed” in order for the individual to be classified other than as an employee. M.G.L. c. 149, s. 148B(a)(3). “Under the third prong, the court is to consider whether the service in question could be viewed as an independent trade or business because the worker is capable of performing the service to anyone wishing to avail themselves of the service or, conversely, whether the nature of the business compels the worker to depend on a single employer for the continuation of the services.” *Coverall v. Division of Unemployment Assistance*, 447 Mass. 852, 857-58 (2006) (interpreting prong three of M.G.L. c. 151A, s. 2). The court went on to note in *Coverall*:

Although the court can consider whether a worker is capable of performing the service to anyone wishing to avail themselves of the services, the court may also consider whether the nature of the business compels the worker to depend on a single employer for the continuation of the services [citation omitted]. In this regard, we determine whether the worker is wearing the hat of the employee of the employing company, or is wearing the hat of his own independent enterprise.

Id.

B. Issues Deemed Irrelevant

An employer’s failure to withhold taxes, contribute to unemployment compensation, or provide worker’s compensation is not considered when analyzing whether an employee has been appropriately classified as an employee. M.G.L. c. 149, s. 148B(b). Hence, an employer’s belief that a worker should be an independent contractor has no relevance in determining whether there has been violation of the Law. Similarly, the Law deems irrelevant the status of a worker as a “sole proprietor or partnership,” for the purpose of obtaining worker’s compensation insurance. M.G.L. c. 149, s. 148B(c).

C. Violation of the Law

M.G.L. c. 149, s. 148B(d) provides that an employer violates the statute when two acts occur. First, the employer classifies or treats the individual other than as an employee although the worker does not meet each of the criteria in the three prong test. Second, in receiving services from the individual, the employer violates one or more of the following laws enumerated in the Law:

- The wage and hour laws set forth in M.G.L. c. 149.
- The minimum wage law set out in M.G.L. c. 151, s. 1A, 1B, and 19; 455 CMR 2.01, et seq.
- The overtime law set forth in M.G.L. c. 151, s. 1, 1A, 1B, and 19.
- The law requiring employers to keep true and accurate employee payroll records, and to furnish the records to the Attorney General upon request as required by M.G.L. c. 151, s. 15.
- Provisions requiring employers to take and pay over withholding taxes on employee wages. M.G.L. c. 62B.³
- The worker’s compensation provisions punishing knowing misclassification of an employee. M.G.L. c. 152, s. 14.

³ As noted in footnote 2, for purposes of income tax withholding, M.G.L. c. 62B provides a definition of employee that differs from the three prong test in M.G.L. c. 149, s. 148B.

The statute authorizes the Attorney General to impose substantial civil and criminal penalties, and in certain circumstances, to debar violators from public works contracts. M.G.L. c. 149, s. 27C(a)(3). The penalties and length of debarment depend upon the nature and number of violations. M.G.L. c. 149, s. 148B(d) also creates liability for both business entities and individuals, including corporate officers, and those with management authority over affected workers.

III. ENFORCEMENT GUIDELINES

A. General Enforcement Guidelines

The AGO recognizes that enforcement guidelines are useful to employers, entities and individuals who must determine whether a particular situation or individual has employee status. When enforcing the Law, the AGO attempts to protect workers, legitimate businesses and the Commonwealth, consistent with the goals of the Law outlined in the Introduction.

The Law is focused on the misclassification of individuals. In the event that all individuals performing a service are classified and legitimately treated as employees of an entity (paid W-2 income, received W-2 tax forms, subject to withholdings for federal and state taxes, covered by workers' compensation insurance, eligible for unemployment compensation benefits, etc.) and are performing the service as an employee, then there is no misclassification of those workers. Accordingly, in determining whether the Law has been violated, the initial question is whether an individual or individuals are classified other than an employee. For example, if painting company X cannot finish a painting job and hires painting company Y as a subcontractor to finish the painting job, provided that all of the individuals performing the painting are employees of company Y, then the Law does not apply. However, if painting company X hires individuals as independent contractors to finish the painting job, then this would be a violation of prong two and a misclassification under the Law.

The AGO is cognizant that there are legitimate independent contractors and business-to-business relationships in the Commonwealth. These business relationships are important to the economic wellbeing of the Commonwealth and, provided that they are legitimate and fulfill their legal requirements, they will not be adversely impacted by enforcement of the Law. The difficulty arises when businesses are created and maintained in order to avoid the Law. The AGO will enforce the Law against entities that allow, request or contract with corporate entities such as LLCs or S corporations that exist for the purpose of avoiding the Law. In these situations, the AGO will consider, among other factors, whether: the services of the alleged independent contractor are not actually available to entities beyond the contracting entity, even if they purport to be so; whether the business of the contracting entity is no different than the services performed by the alleged independent contractor; or the alleged independent contractor is only a business requested or required to be so by the contracting entity.

In reviewing situations for misclassification, the AGO considers certain factors to be strong indications of misclassification that warrant further investigation and may result in enforcement. These include:

- Individuals providing services for an employer that are not reflected on the employer's business records;
- Individuals providing services who are paid "off the books", "under the table", in cash or provided no documents reflecting payment;
- Insufficient or no workers' compensation coverage exists;
- Individuals providing services are not provided 1099s or W-2s by any entity;

- The contracting entity provides equipment, tools and supplies to individuals or requires the purchase of such materials directly from the contracting entity; and
- Alleged independent contractors do not pay income taxes or employer contributions to the Division of Unemployment Assistance.

Since it is not feasible to address in this Advisory every situation that could occur and since each case involves its own set of facts, it should be recognized that each potential enforcement action shall be reviewed by the AGO on a case-by-case basis, consistent with the Law.

B. Prong Two Guidelines

Due to the nature of prong two and the lack of judicial precedent, the AGO recognizes the complexity that prong two presents and the concerns regarding legitimate independent contractors, particularly among certain segments of the workforce.

As discussed above, the AGO emphasizes that the initial question in determining whether the Law has been violated is whether an individual or individuals are classified other than as an employee. Only when an individual or individuals are classified other than as an employee will there be a determination of whether any of the prongs – including the complex prong two – are violated.

In *Athol Daily News*, the Court advised that no prong should be read so broadly as to render the other factors of the test superfluous. 439 Mass. at 180. Thus, prong two should not be construed to include all aspects of a business such that prongs one and three become unnecessary.

In its enforcement actions, the AGO will consider whether the service the individual is performing is necessary to the business of the employing unit or merely incidental in determining whether the individual may be properly classified as other than an employee under prong two.

Some examples of how the Attorney General will apply prong two⁴:

- A drywall company classifies an individual who is installing drywall as an independent contractor. This would be a violation of prong two because the individual installing the drywall is performing an essential part of the employer's business.
- A company in the business of providing motor vehicle appraisals classifies an individual appraiser as an independent contractor. This would be a violation of prong two because the appraiser is performing an essential part of the appraisal company's business.
- An accounting firm hires an individual to move office furniture. Prong two is not applicable (although prongs one and three may be) because the moving of furniture is incidental and not necessary to the accounting firm's business.

⁴ In interpreting the Illinois independent contractor law, the Supreme Court of Illinois noted in *Carpetland U.S.A., Inc. v. IL Dept. of Employment Security*, 201 Ill.2d 351, 386-88 (2002):

The washing of windows or mowing of grass for a business is incidental. But when one is in the business of selling a product, sales calls made by sales representatives are in the usual course of business because sales calls are necessary. When one is in the business of dispatching limousines, the services of chauffeurs are provided in the usual course of business because the act of driving is necessary to the business.

Although the Illinois statute is not the same as the Massachusetts statute, the court's analysis is useful for guidance on how the Attorney General will undertake prong two enforcement.

IV. CONCLUSION

As this Advisory reflects, the AGO will carry out its enforcement responsibilities to serve the goals of the Law as articulated in the Introduction. The Law has been passed and amended over time to address serious abuses by various entities, and the AGO's goal is to prevent and remedy those practices without disrupting legitimate business activity.

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.

2. Pedestrian access to all buildings shall be maintained at all times.
3. 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.

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.

ITEM 101.	CLEARING AND GRUBBING	A
ITEM 120.	EARTH EXCAVATION	CY
ITEM 120.1	UNCLASSIFIED EXCAVATION	CY
ITEM 144.	CLASS B ROCK EXCAVATION	CY
ITEM 151.	GRAVEL BORROW	CY
ITEM 151.1	GRAVEL BORROW FOR BRIDGE FOUNDATION	CY
ITEM 156.	CRUSHED STONE	TON
ITEM 170.	FINE GRADING AND COMPACTING SUBGRADE AREA	SY
ITEM 201.	CATCH BASIN	EA
ITEM 202.	MANHOLE	EA
ITEM 241.12	12 INCH REINFORCED CONCRETE PIPE CLASS III	FT
ITEM 252.12	12 INCH CORRUGATED PLASTIC PIPE	FT
ITEM 415.4	BRIDGE PAVEMENT MILLING	SY
ITEM 440.	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	LB
ITEM 443.	WATER FOR ROADWAY DUST CONTROL	MGL
ITEM 450.23	SUPERPAVE SURFACE COURSE – 12.5 (SSC – 12.5)	TON
ITEM 450.32	SUPERPAVE INTERMEDIATE COURSE – 19.0 (SIC – 19.0)	TON
ITEM 450.61	SUPERPAVE BRIDGE SURFACE COURSE – 12.5 (SSC-B - 12.5)	TON
ITEM 450.71	SUPERPAVE BRIDGE PROTECTIVE COURSE – 12.5 (SPC-B - 12.5)	TON
ITEM 452.	ASPHALT EMULSION FOR TACK COAT	GAL
ITEM 453.	HMA JOINT ADHESIVE	FT
ITEM 482.3	SAW CUTTING ASPHALT PAVEMENT	FT
ITEM 482.4	SAW CUTTING PORTLAND CEMENT CONCRETE	FT
ITEM 620.12	GUARDRAIL, TL-2 (SINGLE FACED)	FT
ITEM 627.1	TRAILING ANCHORAGE	EA
ITEM 627.82	GUARDRAIL TANGENT END TREATMENT, TL-2	EA
ITEM 630.2	HIGHWAY GUARD REMOVED AND DISCARDED	FT
ITEM 697.	SEDIMENTATION FENCE	FT
ITEM 748.	MOBILIZATION	LS
ITEM 751.	LOAM FOR ROADSIDES	CY
ITEM 765.	SEEDING	SY
ITEM 769.	PAVEMENT MILLING MULCH UNDER GUARD RAIL	FT
ITEM 833.7	DELINEATION FOR GUARDRAIL TERMINAL	EA
ITEM 851.1	TRAFFIC CONES FOR TRAFFIC MANAGEMENT	DAY
ITEM 852.	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	SF
ITEM 853.1	PORTABLE BREAKAWAY BARRICADE TYPE III	EA
ITEM 853.2	TEMPORARY BARRIER (TL-2)	FT
ITEM 853.21	TEMPORARY BARRIER REMOVED AND RESET	FT
ITEM 859.	REFLECTORIZED DRUM	DAY

ITEM 901.	4000 PSI, 1.5 INCH, 565 CEMENT CONCRETE	CY
ITEM 905.2	5000 PSI, 3/8 INCH, 710 HP CEMENT CONCRETE	CY
ITEM 910.1	STEEL REINFORCEMENT FOR STRUCTURES – EPOXY COATED	LB
ITEM 965.	MEMBRANE WATERPROOFING FOR BRIDGE DECKS	SF
ITEM 970.	DAMP-PROOFING	SF
ITEM 983.1	RIPRAP	TON

SUPPLEMENTAL SPECIFICATIONS: Hancock Road

ITEM 127.**CONCRETE EXCAVATION****CY**

The work under this Item shall be done in conformance with the relevant provisions of Section 120, as required by the Engineer, and the following: When encountered within the limits of roadway and trench excavation or as required by the Plans, reinforced or unreinforced cement concrete shall be removed and legally disposed off-site.

METHOD OF MEASUREMENT

Concrete excavation will be measured by the cubic yard in its original encountered position by measuring the surface area of concrete to be removed and measuring the depth to be removed.

BASIS OF PAYMENT

Payment shall include all labor, tools, and equipment required to excavate, remove, and dispose offsite of the cement concrete.

**ITEM 222.31
ITEM 222.32****FRAME AND GRATE MUNICIPAL STANDARD
FRAME AND COVER MUNICIPAL STANDARD****EACH
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 620.121**VERMONT SYSTEM BRIDGE RAIL****FT**

Work under this specification shall include mounted the Vermont System Bridge Rail to the wingwalls and bridge deck as shown in the plans between the bridge transitions. Work shall

include anchors, posts, rails, and related hardware and appurtenances.

Bridge Rail hardware shall be in accordance with M8.01.5.

Anchors bolts shall be in accordance with ASTM F1554 Grade 105.

Beam rail materials shall be as outlined in Standard Specifications M8.07.0.

CONSTRUCTION METHOD

Installation shall be as outlined in Standard Specifications 601.60, 601.62.

METHOD OF MEASUREMENT

Guardrail and curved guardrail will be measured along the top edge of the rail element from the center of the first mid-span splice to the center of the last mid-span splice.

BASIS OF PAYMENT

The construction of all guardrail items shall include the assembly and erection of all components, parts and materials complete at the intended locations of Vermont System Bridge Rail. Guardrail and curved guardrail will be paid for at the contract price per foot, complete in place, including posts, offset blocks, panels and connecting hardware including concrete anchors and inserts as shown in the plans.

ITEM 628.025 TRANSITION TO VERMONT SYSTEM BRIDGE RAIL EA

The work to be done under this Item shall conform to the relevant provisions of Section 601 of the Standard Specifications and the following:

The work under this Item includes furnishing and installing the Transition to Vermont System Bridge Rail in conformance with the project construction drawings supplemented by the MassDOT Construction Standard Details 2017 or the latest edition as required by the Engineer which may be found at the following link:

<https://www.mass.gov/doc/construction-standard-details/download>

Materials shall meet the requirements specified in the following Subsection of Division III, Materials:

Steel Beam Highway Guard M8.07.0

The Contractor shall provide the Engineer with copies of the Manufacturer's documentation including installation drawings for all guard rail components indicating acceptance by the Federal Highway Administration as meeting the requirements of NCHRP Report 350, Test Level 3, for the conditions at the intended location.

CONSTRUCTION METHODS

Posts shall be set plumb, in hand or mechanically dug holes, or driven, then backfilled with acceptable material placed in layers and thoroughly compacted. If driven the post shall be provided with suitable driving caps and equipment used which will prevent battering or injury of posts. Posts damaged or distorted as a result of driving shall be removed and replaced with approved posts.

Guard posts to be set in areas of proposed bituminous concrete surfacing shall be erected prior to laying the surrounding finished surface unless otherwise permitted by the Engineer.

The rail shall be erected so as to form a smooth continuous rail conforming to the required line and grade. The rail element shall be spliced by lapping in the direction of the traffic or by other approved methods. The holes in the rail element nearer the posts shall be slotted to facilitate erection and to permit expansion. The rail shall make full contact at each splice.

All bolts, except where otherwise required at expansion joints shall be drawn tight. Bolts through expansion joints shall be drawn up as tightly as possible without being too tight to prevent the rail elements from sliding past one another longitudinally.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

This Item will be measured and paid for at the Contract unit price per Each, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

ITEM 697.1

SILT SACK

EA

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 METHODS

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

BASIS OF PAYMENT

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 698.3

GEOTEXTILE FABRIC FOR SEPARATION

SY

The work under this item shall consist of placing a geotextile fabric in the construction of the 1.5:1 modified rock fill slopes, areas of reinforced subbase (see plan typical sections for locations) and as shown on the plans.

MATERIALS

The geotextile fabric shall be selected from the MassDOT Qualified Construction Materials List at <https://mass.gov/service-details/qualified-construction-materials-list>. The geotextile fabric shall conform to the requirements of Subsection M9.50.0 of the Standard Specifications and AASHTO M 288, Class 2, for fabric used for separation. Construction and installation shall be in accordance with AASHTO M 288 including Appendix A and the following.

CONSTRUCTION

Fabric shall be placed in intimate contact with the crushed stone. Seams shall be overlapped by at least two feet. If the Contractor elects to sew seams instead of overlap, colored thread must be used. The Contractor shall take care not to allow more than two weeks of exposure to direct sunlight. Fabric rolls shall not be dropped more than two feet.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Geotextile fabric for separation will be measured for payment by the Square Yard, complete in place. No additional payment will be made for overlapping material.

Geotextile fabric for separation will be paid for at the Contract unit price per Square Yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

ITEM 698.4

**GEOTEXTILE FABRIC FOR PERMANENT
EROSION CONTROL**

SY

The work performed under this Item shall consist of furnishing and installing geotextile fabric in conjunction with the slope protection as shown on the Plans or as directed by the Engineer.

The geotextile fabric shall conform to the requirements of AASHTO M 288 for fabric used as Permanent Erosion Control. Woven Monofilament Geotextiles shall be Class 2 and all others shall be Class 1.

The Construction/Installation Guidelines, Appendix of AASHTO M 288, and the following shall be followed.

Atmospheric exposure of the geotextile fabric to the elements following lay-down shall be a maximum of 14 days. If laid under water, the covering crushed stone shall be placed on the same day as the geotextile.

For seams, which are sewn in the field, the Contractor shall provide at least a 5-foot length of sewn seam for sampling by the Engineer before the geotextile is installed. The seams sewn for sampling shall be sewn using the same equipment and procedures as will be used for the production seams. If seams are sewn in both the machine and cross-machine direction, samples of seams from both directions shall be provided. The seam assembly description shall be submitted by the Contractor along with the sample of the seam. This description shall include the seam type, stitch type, sewing thread, and stitch density.

The geotextile shall be placed in intimate contact with the soils without wrinkles or folds, and it shall be anchored on a smooth-graded surface approved by the Engineer. The geotextile shall be placed in such a manner that placement of the overlaying materials will not excessively stretch so as to tear the geotextile.

The geotextile shall be placed so that the machine direction is horizontal and runs along the slope. Adjacent geotextile sheets shall be jointed by either sewing or overlapping. Overlapped seams at roll ends shall be a minimum of 12 inches except if placed under water. In such instances, the overlap shall be a minimum of 3 feet. Overlaps of adjacent rolls shall be a minimum of 12 inches in all instances.

Care shall be taken during installation so as to avoid damage to the geotextile as a result of the installation process. Should the geotextile be damaged during installation, a geotextile patch shall be placed over the damaged area extending 3 feet beyond the limits of the damage.

The armoring system placement shall begin at the toe of the slope and proceed up the slope. Placement shall take place so as to avoid stretching and subsequent tearing of the geotextile. No stone material shall be dropped from a height exceeding 3 feet.

Field monitoring shall be performed to verify that the armoring system placement does not damage the geotextile. Any geotextile damaged during this placement shall be replaced as directed by the Engineer, at the Contractor's expense.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

Geotextile fabric for permanent erosion control will be measured for payment by the square yard, complete in place. There shall be no additional payment for overlaps. The area of geotextile folded over at the toe of the slope will be included in the quantity measurement.

Geotextile fabric for permanent erosion control will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 767.121

SEDIMENT CONTROL BARRIER

FT

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 contractor is responsible for following the Order of Conditions (DEP File #:263-1117) for this project including conditions relevant to Item 767.121.

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 METHODS

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 912. DRILLING AND GROUTING DOWELS

EA

The work under this item shall include drilling and grouting dowels into the existing concrete as shown on the Plans, or as directed by the Engineer.

As shown on the Plans, dowels shall be size #6 AASHTO M31 Grade 60 epoxy coated reinforcing bars. Dowels being used are to anchor the proposed concrete to the existing abutment stem/slab to accommodate three beam guardrail.

The adhesive to be used for this work shall be HIT-RE 500 Epoxy Adhesive or approved equivalent. Materials used to perform this work shall be listed on the MassDOT Qualified Construction Materials List. The Contractor shall submit proposed materials to the Engineer for review and approval.

All dowel holes shall be air drilled provided that the minimum edge distance as shown on the plans is observed. Should, in the Engineer's opinion, air drilling be inappropriate due to questionable strength of the existing concrete or insufficient edge distance, the dowel holes shall be diamond core drilled. The inner surfaces of diamond core drilled dowel holes shall be scored to develop sufficient keying action. The method of scoring of the dowel hole's inner surfaces shall be subject to the approval of the Engineer. The depth and diameter of the drilled dowel holes shall be as shown on the Plans, except that the depth of drilled hole shall be modified as required to comply with the minimum depth of hole specified in the product literature of the adhesive by the Contractor to develop the full yield strength of the reinforcing bars. The holes shall be blown clear of any debris and shall have the approval of the Engineer prior to the placement of any adhesive material.

The drilling operation shall be performed without damage to the portions of the structure that are to remain in place. The Contractor shall take care to avoid drilling through the existing reinforcing present in the existing concrete. The Contractor shall perform non-destructive testing such as pachometer testing to locate existing reinforcing and layout their dowels to avoid conflict. If during the drilling operation the Contractor hits existing rebar, the Contractor shall abandon the drill hole and relocate the dowel layout as needed. Any abandoned drill holes shall be repaired as directed by the Engineer. Any damage to any existing portions of the structure that are to remain in place shall be repaired to a condition equal to or better than existing condition prior to the beginning of the Contractor's operations and shall be repaired at the Contractor's expense.

The Contractor shall follow the recommendations of the manufacturer for mixing and placing the adhesive material prior to the placement of the dowels. The Contractor shall, at a minimum, adhere

to the ACI code requirements regarding minimum and maximum temperatures while placing the adhesive. Any excessive adhesive around the hole after placement of the dowel shall be struck off smooth while the adhesive is still fresh.

Prior to the commencement of any work under this item, the Contractor shall submit to the Engineer for review and approval a submittal containing the adhesive manufacturer's literature completely describing the products to be utilized. The materials shall be delivered clearly marked with legible and intact labels containing the manufacturer's name, brand name, and identification of the areas where temperatures conform to manufacturer's instructions and recommendations.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Only places shown on the structural plans for adhesive anchoring of dowels shall be paid for under this item.

When shown as a bid item in the contract, the Engineer will measure each drilled and grouted hole. Payment for "Drilling and Grouting" at the contract unit price, and "Drilling and Grouting (Repair) (Set Price)" at the contract unit set price, is full compensation for the specified work.

ITEM 991.1 CONTROL OF WATER – STRUCTURE NO. P-10-036 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 repair and staged installation of cofferdams around the abutments. Also, this Item includes all water pollution prevention including sediment control and flood prevention of the disturbed areas at the structure for repair and riprap placement necessary to complete the bridge and abutment repairs.

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 (DEP File #:263-1117) for this project including conditions relevant to Item 991.1.

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 Daniels 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 around the abutments.

The Contractor shall provide and maintain ample pumps, pipes and other devices to promptly and continually remove and dispose of water from the work 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.

ATTACHMENT “B”
ORDER OF CONDITIONS



CITY OF PITTSFIELD

PITTSFIELD CONSERVATION COMMISSION, CITY HALL, 70 ALLEN STREET, PITTSFIELD, MASSACHUSETTS 01201 413-499-9359

March 20, 2019

Dave Turocy
City of Pittsfield
100 North St
Pittsfield, MA 01201

RE: Order of Conditions, DEP File #263-1117, Hancock Rd/Daniels Brook Bridge

Dear Mr. Turocy:

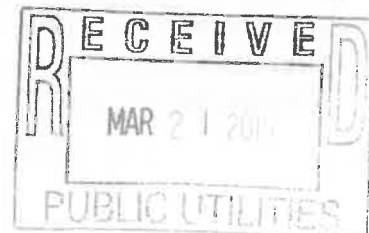
Enclosed please find the Order of Conditions for the above referenced DEP file number. Please take a moment to review the entire General and any attached Special Conditions on your permit. It is important to note that there is a ten business day period from the date of issuance, during which time, this permit may be appealed by either the applicant, any person aggrieved by the Order, any abutter, any ten residents, or the Massachusetts Department of Environmental Protection. *No work may begin on the project until this appeal period has expired.* In addition, *the original Order of Conditions (with original signatures) must be recorded in the Berkshire Middle District Registry of Deeds before any work is started.* A copy of the recording (stamped by the registry) must be submitted to Conservation Commission office.

This permit is valid for a period of three years from the date issued. A Certificate of Compliance must be requested from the Commission in writing upon completion of work. If work has not been completed within the three-year period that this permit is valid, a Request for Extension must be submitted to the Commission in writing at least 30 days prior to the expiration date of this permit.

All correspondence regarding this permit shall reference the above DEP File number and shall be copied to the Massachusetts Department of Environmental Protection at 436 Dwight Street, 4th floor, Springfield, MA 01103. If you should have any questions please do not hesitate to contact the Conservation Commission office at (413) 499-9359.

Thank you,
Robert Van Der Kar

Cc: Dan Delany, Fuss & O'Neill



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:263-1117
eDEP Transaction #:1092841
City/Town:PITTSFIELD

A. General Information

1. Conservation Commission **PITTSFIELD**
2. Issuance a. ☒ OOC b. ☐ Amended OOC
3. Applicant Details
a. First Name **DAVID** b. Last Name **TUROCY**
c. Organization **CITY OF PITTSFIELD - DEPARTMETN OF PUBLIC SERVICES**
d. Mailing Address **MEZZANIE LEVEL - 100 NORTH STREET**
e. City/Town **PITTSFIELD** f. State **MA** g. Zip Code **01201**
4. Property Owner
a. First Name **CITY OF PITTSFIELD** b. Last Name **N/A**
c. Organization **CITY OF PITTSFIELD - DEPARTMETN OR PUBLIC SERVICES**
d. Mailing Address **MEZZANIE LEVEL - 100 NORTH STREET**
e. City/Town **PITTSFIELD** f. State **MA** g. Zip Code **01201**
5. Project Location
a. Street Address **HANCOCK ROAD OVER DANIELS BROOK**
b. City/Town **PITTSFIELD** c. Zip Code **01201**
d. Assessors **N/A** e. Parcel/Lot# **N/A**
Map/Plat#
f. Latitude **42.48980N** g. Longitude **73.27506W**
6. Property recorded at the Registry of Deed for:
a. County b. Certificate c. Book d. Page

7. Dates

a. Date NOI Filed : **11/26/2018** b. Date Public Hearing Closed: **3/14/2019** c. Date Of Issuance: **3/20/2019**

8. Final Approved Plans and Other Documents

a. Plan Title: b. Plan Prepared by: c. Plan Signed/Stamped by: d. Revised Final Date: e. Scale:
HANCOCK ROAD
BRIDGE REPAIRS -
PITTSFIELD,
MASSACHUSETTS. FUSS & ONEILL **STUART H. HARRIS** **2/11/2019** **VARIES**
SHEETS G1-001,
SA-101 - SA-107,
TM-101-TM104

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act

Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

a. ☒ Public Water Supply b. ☐ Land Containing Shellfish c. ☒ Prevention of Pollution

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- | | | |
|---|--|---|
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input checked="" type="checkbox"/> Fisheries | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| g. <input type="checkbox"/> Ground Water Supply | h. <input checked="" type="checkbox"/> Storm Damage Prevention | i. <input type="checkbox"/> Flood Control |

2. Commission hereby finds the project, as proposed, is:

Approved subject to:

- a. ☒ The following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

Denied because:

- b. ☐ The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

3. ☐ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a).

a. linear feet

Inland Resource Area Impacts:(For Approvals Only):

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	105 a. linear feet	105 b. linear feet	105 c. linear feet	105 d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input checked="" type="checkbox"/> Land under Waterbodies and Waterways	820 a. square feet	820 b. square feet	820 c. square feet	820 d. square feet
	0 e. c/y dredged	f. c/y dredged		
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	414 a. square feet	414 b. square feet	414 c. square feet	414 d. square feet
Cubic Feet Flood Storage	140 e. cubic feet	140 f. cubic feet	0 g. cubic feet	0 h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding				

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	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront Area	5271			
Sq ft within 100 ft	a. total sq. feet	b. total sq. feet		
	4464	4464	4408	4408
Sq ft between 100-200 ft	c. square feet	d. square feet	e. square feet	f. square feet
	0	0	0	0
	g. square feet	h. square feet	i. square feet	j. square feet

Coastal Resource Area Impacts:

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	c. c/y dredged	d. c/y dredged		

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21. ☐ Land Subject to Coastal Storm Flowage

a. square feet b. square feet

22.

☐ Restoration/Enhancement (For Approvals Only)

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.

a. square feet of BVW

b. square feet of Salt Marsh

23.

☐ Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon

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which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..

10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

" Massachusetts Department of Environmental Protection"

[or "MassDEP"]

File Number : "263-1117"

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order(the "Project") is (1) ☐ is not (2) ☒ subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period

**Massachusetts Department of Environmental
Protection**

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #:263-1117

eDEP Transaction #:1092841

City/Town:PITTSFIELD

BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
 - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with

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- all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
 - j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
 - k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
 - l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions:

FINDING OF FACTS: FF#1. THE SURVEY DATUM USED IN THE PREPARATION OF THE SITE PLANS IS ASSUMED AND IS NOT TIED TO NGVD 29 OR NAVD 88. FF#2. THE AREA IDENTIFIED AS ? INTERMITTENT DISCHARGE WATER SOURCE UNKNOWN? CONTAINS JURISDICTIONAL INLAND BANK AND IS IDENTIFIED AS FLAGS SEJ1, SEJ2, SEI1, AND SEI2. ALL OTHER INLAND BANK DELINEATIONS ARE IDENTIFIED AS THE ?MEAN ANNUAL HIGH WATER LINE AND ORDINARY HIGH WATER MARK OF PERENNIAL DANIELS BROOK?. FF#3. THE COMMISSION WAIVED REQUIRING A WILDLIFE HABITAT EVALUATION PER ITS AUTHORITY UNDER 310 CMR 10.53 (3) (I) AND PER LANGUAGE SEEN AT 310 CMR 10.54(4)(A)6. SPECIAL CONDITIONS:

SC#20. EXCEPT AS NOTED IN THIS ORDER, ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPROVED PLANS AND INFORMATION ON FILE WITH THE CONSERVATION COMMISSION, ALL SPECIAL CONDITIONS AND SUPPORTING DOCUMENTATION SUBMITTED TO THE COMMISSION AS REVISED IN THIS ORDER OR AT THE PUBLIC HEARING, AND ANY COMMITMENTS MADE BY THE APPLICANT, OWNER OR THEIR REPRESENTATIVES AT THE PUBLIC HEARING OR IN WRITING.

SC#21. IT IS THE RESPONSIBILITY OF THE APPLICANT/OWNER TO PROCURE ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL PERMITS AND APPROVALS ASSOCIATED WITH THIS PROJECT.

SC#22. ALL CORRESPONDENCE TO THE COMMISSION ON THIS PROJECT SHALL REFERENCE THE DEP FILE NUMBER AND BE COPIED TO THE WESTERN REGIONAL OFFICE OF MA DEP.

SC#23. THIS ORDER SHALL BE MADE PART OF ANY CONTRACT DOCUMENTS FOR THE PROJECT AND SHALL BE FURNISHED TO ALL CONTRACTORS AND SUB-CONTRACTORS. THIS ORDER SHALL APPLY TO, AND BE BINDING UPON; THE APPLICANT/OWNER, THEIR EMPLOYEES, VENDORS, CONTRACTORS, SUB-CONTRACTORS, AND ALL SUCCESSORS AND ASSIGNS IN INTEREST AND CONTROL OF THE PROPERTY.

SC#24. ANY CHANGES, ADDITIONS, OR OMISSIONS IN THE APPROVED PROJECT SHALL BE SUBMITTED IN WRITING TO THE COMMISSION FOR PRIOR APPROVAL AND DETERMINATION OF WHETHER AN AMENDMENT OR NEW NOTICE OF INTENT IS REQUIRED. A COPY OF SUCH REQUEST SHALL BE SENT TO THE WESTERN REGIONAL OFFICE OF MA DEP.

SC#25. EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS.

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HAYBALES SHALL BE DOUBLE STAKED AND ENTRENCHED. SILT FENCE SHALL BE ENTRENCHED AND OF SUFFICIENT POROSITY TO PASS DETAINED WATER WITHOUT ALLOWING SUSPENDED SEDIMENTS TO PASS THROUGH THE FENCE. AN ADEQUATE STOCKPILE OF EROSION CONTROL MATERIALS SHALL BE ON SITE AT ALL TIMES FOR EMERGENCY OR ROUTINE REPLACEMENT AND REPAIR.

SC#26. THE COMMISSION OFFICE SHALL BE NOTIFIED AT LEAST TWO (2) BUSINESS DAYS PRIOR TO COMMENCEMENT OF WORK TO INSPECT EROSION CONTROLS. (499-9359)

SC#27. FOLLOWING THE INSTALLATION OF THE EROSION CONTROLS, THE APPLICANT/OWNER SHALL HOLD A PRE-CONSTRUCTION MEETING WITH ALL THE INDIVIDUALS RESPONSIBLE FOR WORK AT THE PROJECT SITE.

SC#28. THE WORK SITE SHALL BE LEFT IN STABLE CONDITION AT THE CLOSE OF EACH DAY. EROSION CONTROLS SHALL BE INSPECTED AT THAT TIME AND AFTER EACH STORM EVENT AND MAINTAINED, REPLACED, AND/OR REINFORCED IF NECESSARY. ACCUMULATED SEDIMENTS SHALL BE REMOVED WHENEVER THEY BUILD UP TO SIX INCHES IN DEPTH BEHIND THE EROSION CONTROL BARRIERS.

SC#29. THE APPLICANT/OWNER OR THEIR REPRESENTATIVE MUST TAKE NECESSARY EROSION CONTROL MEASURES TO PREVENT SILT OR SEDIMENTS FROM ENTERING WETLAND RESOURCE AREAS OR THE BUFFER ZONE NON-DISTURBANCE ZONE. ADDITIONAL EROSION CONTROL MEASURES DEEMED NECESSARY BY THE COMMISSION OR CONSERVATION AGENT SHALL BE INSTITUTED BY THE APPLICANT.

SC#30. WORK MUST BE PERFORMED ONLY IN THE ABSENCE OF SIGNIFICANT PRECIPITATION. IN THE EVENT OF SIGNIFICANT EROSION CONTROL FAILURE ON SITE, THE CONSERVATION COMMISSION SHALL BE NOTIFIED IMMEDIATELY TO INSPECT THE SITE AND APPROVE A MITIGATION PLAN. SC #31. PRIOR TO THE START OF ANY ACTIVITY ON THE SITE, THE APPLICANT SHALL REQUEST A PRE-CONSTRUCTION MEETING WITH THE CONSERVATION COMMISSION AND/OR ITS REPRESENTATIVE, THE PROJECT SUPERVISOR, AND THE CONTRACTOR RESPONSIBLE FOR THE WORK TO REVIEW THE CONDITIONS OF THIS ORDER AND ENSURE THAT THEY ARE UNDERSTOOD. ARRANGEMENTS FOR THIS MEETING WILL BE MADE AT LEAST TWO (2) WEEK PRIOR TO ANY ACTIVITY.

SC#32. THE INSITU REPLACEMENT OF LOST BVW IS TO COMMENCE FOLLOWING PROJECT FINISH GRADING. THIS AREA IS TO CONTAIN SOIL PROFILE THAT MATCHES THOSE PORTIONS OF THE NON-IMPACTED BVW, FOLLOWED BY SEEDING WITH A NATIVE WETLAND SEED MIX. ALTERNATIVELY, THE UPPER PARTS OF THE SOIL AND VEGETATION CAN BE CAREFULLY REMOVED AND STOCKPILED IN A WAY THAT IS CAN BE PUT BACK TO MIMIC THE UNALTERED CONDITION. ONCE COMPLETE, THE APPLICANT SHALL SUBMIT A WRITTEN STATUS REPORT ON THE OVERALL CONDITION AND SUCCESS OF THE REPLACEMENT AREA BY NOVEMBER 1 OF THE FIRST AND SECOND YEAR TO THE CONSERVATION COMMISSION. SC #33. IF, AT THE END OF THE SECOND GROWING SEASON, THE APPLICANT, HER/HIS DESIGNEE(S), OR THE COMMISSION CONCLUDES THAT THE REPLACEMENT AREA HAS FAILED TO MEET THE STANDARDS AT 310 CMR 10.55(4)(B), THE APPLICANT SHALL SUBMIT A WRITTEN 'CORRECTIVE PLAN OF ACTION' NO LATER THAN THE END OF THAT CALENDAR YEAR TO THE COMMISSION FOR APPROVAL. THE APPROVED 'CORRECTIVE PLAN OF ACTION'

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SHALL BE IMPLEMENTED THE NEXT GROWING SEASON UNDER THE SUPERVISION OF A WETLAND SPECIALIST APPROVED BY THE COMMISSION. SC #34. UPON COMPLETION OF ALL WORK REGULATED BY THIS ORDER, THE APPLICANT SHALL SUBMIT WITH ITS REQUEST FOR A CERTIFICATE OF COMPLIANCE, A DETAILED TOPOGRAPHIC AS-BUILT PLANS DEPICTING POST CONSTRUCTION CONDITIONS (USING SURVEY CONTROL AND DATUM FROM THE INITIAL PROJECT SURVEY) ON THE WORK SITE, AND A STATEMENT IN WRITING. BOTH MUST BE SIGNED AND STAMPED BY A PROFESSIONAL ENGINEER OR LAND SURVEYOR CERTIFYING THAT THE SITE HAS BEEN DEVELOPED IN ACCORDANCE WITH THE CONDITIONS OF THIS ORDER AND THE SITE PLANS REFERENCED WITHIN. SC #35. AT NO POINT SHALL THE ENTIRE WATERWAY BE DEWATERED. DEWATERING IS LIMITED TO EXCAVATION HOLES, AND THOSE PORTIONS OF THE WATERWAY WHERE WATER IS BEING DIVERTED TO OTHER PORTIONS OF THE WATERWAY.

SC#36. THE REMOVAL OF THE "20-INCH DECIDUOUS" TREE AS NOTED ON THE PLAN, TO THE NORTHWEST OF THE BRIDGE, SEEN ON PLAN SET SA-102, IS AUTHORIZED. THE TREE IS TO BE FELLED ONTO THE PROPERTY, WITH THE TRUNK BEING CUT FLUSH TO GRADE (NO ROOT REMOVAL).

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D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☐ Yes ☒ No

2. The Conservation Commission hereby (check one that applies):

a. ☐ DENIES the proposed work which cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw _____

2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b. ☐ APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw _____

2. Citation _____

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows:



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Provided by MassDEP:
263-1117
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1092841
eDEP Transaction #
Pittsfield
City/Town

E. Signatures

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy must be mailed, hand delivered or filed electronically at the same time with the appropriate MassDEP Regional Office.

3/20/2019

1. Date of Issuance

6

2. Number of Signers

Signatures:

Franc Forster

Thomas Sakshaug

Elizabeth Bocchino

☒ by hand delivery on

3/20/2019

Date

James Conant

Stephanie Dick

Nicholas Caccamo

Jonathan Lothrop

☐ by certified mail, return receipt requested, on

Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

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(M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

G. Recording Information

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

PITTSFIELD

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

PITTSFIELD

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

HANCOCK ROAD OVER DANIELS BROOK

Project Location

263-1117

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner CITY OF PITTSFIELD N/A

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

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Signature of Applicant

Rev. 4/1/2010

ATTACHMENT “C”

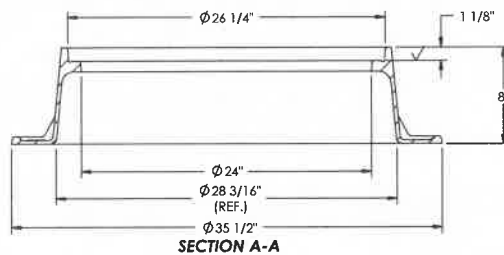
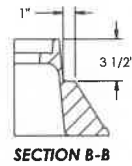
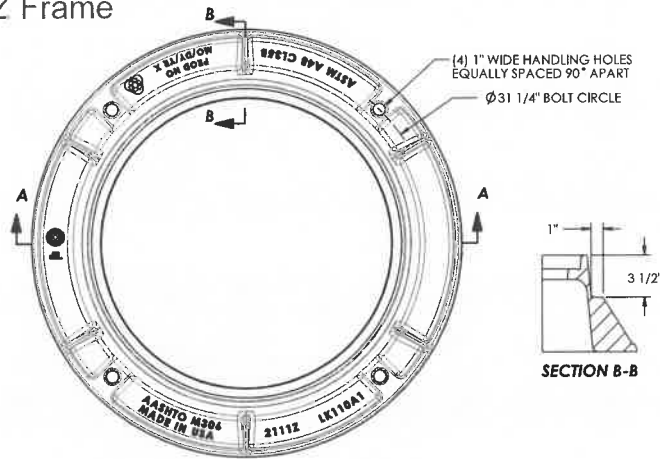
FRAME – MUNICIPAL STANDARD

26 X 8 FRAME

OMA211000038



2111Z Frame



SECTION A-A



Product Number
00211111
Design Features
-Materials
Gray Iron (CL35B)
-Design Load
Heavy Duty
-Open Area
n/a
-Coating
Uncoated
-√ Designates Machined Surface

Certification
-ASTM A48
-
-Country of Origin: USA

Drawing Revision
7/22/2008 Designer: JJ
3/3/2014 Revised By: DAE

Disclaimer
Weights (lbs./kg), dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.
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Contact
800 626 4653
ejco.com

00211111

Quantity: 1

Disclaimer

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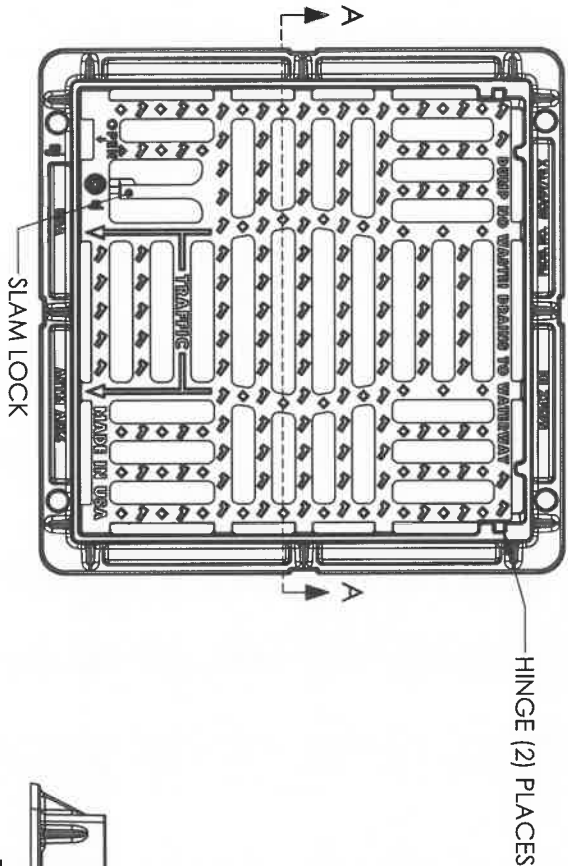
Contact

800 626 4653
ejco.com

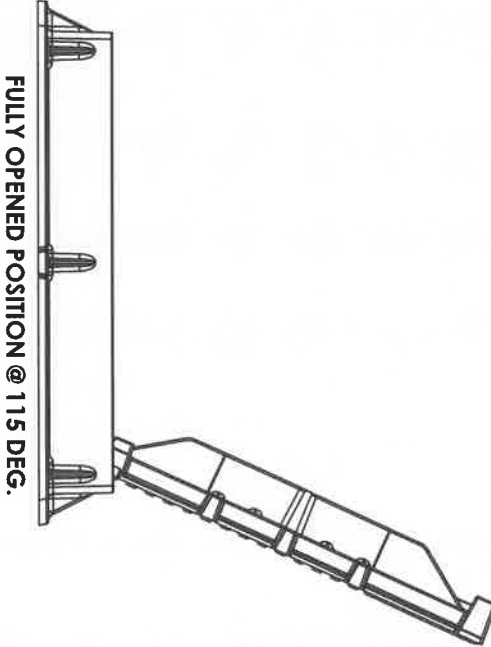
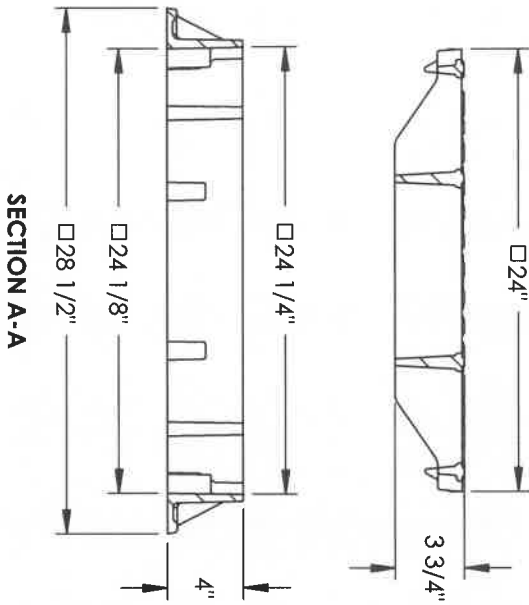
ATTACHMENT “D”

GRATE – MUNICIPAL STANDARD

5624Z 5624M Assembly



REMOVAL POSITION @ 90 DEG.



FULLY OPENED POSITION @ 115 DEG.

Product Number
00562431A01

Design Features

-Materials

Frame
Ductile Iron (70-50-05)

Grate
Ductile Iron (80-55-06)

-Design Load

Extra Heavy Duty

-Open Area

290 sq in

-Coating

Undipped

-V/ Designates Machined Surface

Total Weight:

-169 lbs.

Certification

-ASTM A536

-Country of Origin: USA

Major Components

00562411

00562431

Drawing Revision

9/1/2009 Designer: JJJ

7/1/2014 Revised By: DAE

Disclaimer

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Contact

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ATTACHMENT “E”

COVER – MUNICIPAL STANDARD

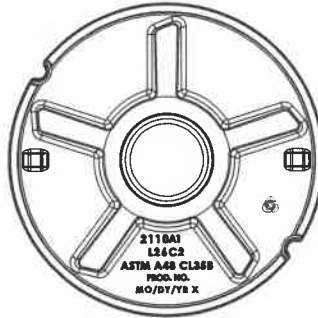
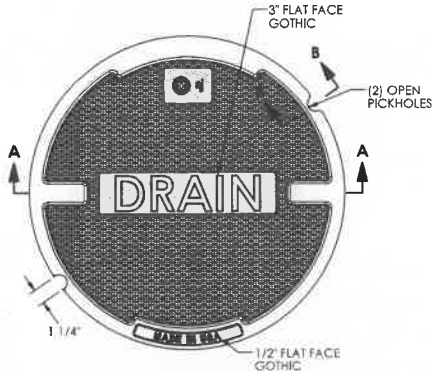
MA DOT MassDOT 26" Drain Manhole Cover

202.8.0

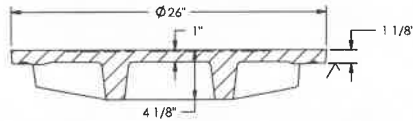
OMA211000005



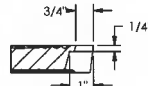
2110A1 Cover



BOTTOM VIEW



SECTION A-A



SECTION B-B

NOTE: MASS DOT TEST BAR REQUIRED



Product Number

00211048

Design Features

- Materials
 - Gray Iron (CL35B);
- Design Load
 - Extra Heavy Duty
- Open Area
 - n/a
- Coating
 - Uncoated
- √ Designates Machined Surface

Certification

- ASTM A48
- ASHTO H20-44
- M305-10
- Country of Origin: USA
- 208 LBS

Drawing Revision

7/22/2008 Designer: JJJ
7/24/2017 Revised By: MAH

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Quantity: 1

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