

COMMONWEALTH OF MASSACHUSETTS



CONTRACT DOCUMENTS AND SPECIAL PROVISIONS

PROPOSAL NO.	614132-132694
P.V. =	\$2,229,000.00
PLANS	NO

FOR

**Scheduled and Emergency Drainage Repairs and Improvements
at Various Locations**

in

DISTRICT 2

In accordance with the STANDARD SPECIFICATIONS
for HIGHWAYS and BRIDGES dated 2025

This Proposal to be opened and read: **WEDNESDAY, NOVEMBER 12, 2025 at 2:00 P.M.**

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT 00010

TABLE OF CONTENTS

DOCUMENT 00010	
TABLE OF CONTENTS	00010-1 through 2
DOCUMENT 00102	
NOTICE TO CONTRACTORS.....	00102- 1 through 2
DOCUMENT 00210	
REQUIREMENTS OF MASSACHUSETTS GENERAL LAWS CHAPTER 30 SECTION 39R; CHAPTER 30, SECTION 39O	00210-1 through 4
DOCUMENT 00331	
LOCUS MAP	00331-1 through 2
DOCUMENT 00439	
CONTRACTOR PROJECT EVALUATION FORM	00439-1 through 2
DOCUMENT 00440	
SUBCONTRACTOR PROJECT EVALUATION FORM	00440-1 through 2
DOCUMENT 00710	
GENERAL CONTRACT PROVISIONS.....	00710-1 through 2
DOCUMENT 00715	
SUPPLEMENTAL SPECIFICATIONS	00715-1 through 10
DOCUMENT 00718	
SPECIAL PROVISION FOR PARTICIPATION BY MINORITY OR WOMEN'S BUSINESS ENTERPRISES AND SERVICE- DISABLED VETERAN- OWNED BUSINESS ENTERPRISES	00718-1 through 10
DOCUMENT 00761	
SPECIAL PROVISIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	00761-1 through 4
DOCUMENT 00811	
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES.....	00811-1 through 2
DOCUMENT 00812	
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE	00812-1 through 2
DOCUMENT 00813	
PRICE ADJUSTMENT FOR STRUCTURAL STEEL AND REINFORCING STEEL	00813-1 through 4
DOCUMENT 00814	
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES	00814-1 through 2
DOCUMENT 00820	
THE COMMONWEALTH OF MASSACHUSETTS SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM	00820-1 through 6
DOCUMENT 00821	
ELECTRONIC REPORTING REQUIREMENTS CIVIL RIGHTS PROGRAM AND CERTIFIED PAYROLL	00821-1 through 2
DOCUMENT 00859	
CONTRACTOR/SUBCONTRACTOR CERTIFICATION FORM	00859-1 through 2

TABLE OF CONTENTS (Continued)

DOCUMENT 00860	
COMMONWEALTH OF MASSACHUSETTS PUBLIC EMPLOYMENT LAWS	00860-1 through 2
DOCUMENT 00861	
STATE PREVAILING WAGE RATES	00861-1 through 40
DOCUMENT A00801	
SPECIAL PROVISIONS	A00801-1 through 80
DOCUMENT A00820	
REQUEST FOR RELEASE OF MASSDOT AUTOCAD FILES FORM.....	A00820-1 through 2
DOCUMENT A00875	
POLICY DIRECTIVE P-22-001 AND POLICY DIRECTIVE P-22-002	A00875-1 through 8
DOCUMENT B00420	
PROPOSAL.....	B00420-1 through 14
DOCUMENT B00842	
SCHEDULE OF PARTICIPATION BY MINORITY OR WOMEN BUSINESS ENTERPRISE (M/WBE)	B00842-1 through 2
DOCUMENT B00843	
MINORITY OR WOMENS BUSINESS ENTERPRISE PARTICIPATION LETTER OF INTENT.....	B00843-1 through 2
DOCUMENT B00846	
M/WBE OR SDVOBE JOINT CHECK ARRANGEMENT APPROVAL FORM.....	B00846-1 through 2
DOCUMENT B00847	
JOINT VENTURE AFFIDAVIT	B00847-1 through 4

*** END OF DOCUMENT ***

DOCUMENT 00102

**NOTICE TO CONTRACTORS**

Electronic proposals for the following project will be received through the internet using www.bidx.com until the date and time stated below and will be posted on www.bidx.com forthwith after the bid submission deadline. No paper copies of bids will be accepted. All Bidders must have a valid vendor code issued by MassDOT in order to bid on projects. Bidders need to apply for a Digital ID at least 14 days prior to a scheduled bid opening date with www.bidx.com.

WEDNESDAY, NOVEMBER 12, 2025 at 2:00 P.M. **

DISTRICT 2

**Scheduled and Emergency Drainage Repairs and Improvements
at Various Locations
(614132)**

****Date Subject to Change**

PROJECT VALUE = \$2,229,000.00

Bidders must be pre-qualified by the Department in the DRAINAGE category to bid on the above project. An award will not be made to a Contractor who is not pre-qualified by the Department prior to the opening of Proposals.

All prospective Bidders who intend to bid on this project must obtain "Request Proposal Form (R109)". The blank "Request Proposal Form (R109)" can be obtained at:
<https://www.mass.gov/prequalification-of-horizontal-construction-firms>.

All prospective Bidders must complete and e-mail an electronic copy of "Request Proposal Form (R109)" to the MassDOT Director of Prequalification for approval:
prequal.r109@dot.state.ma.us.

Proposal documents for official bidders are posted on www.bidx.com. Other interested parties may receive informational Contract Documents containing the Plans and Special Provisions, free of charge.

Bids will be considered, and the contract awarded in accordance with statutes governing such contracts in accordance with Massachusetts General Laws Chapter 30 § 39M.

The Project Bids File Attachments folder for proposals at www.bidx.com shall be used for submitting at the time of bid required information such as the Bid Bond required document, and other documents that may be requested in the proposal.

NOTICE TO CONTRACTORS (Continued)

All parties who wish to have access to information plans and specification must send a “Request for Informational Documents” to MassDOTBidDocuments@dot.state.ma.us.

A Proposal Guaranty in the amount of 5% of the value of the bid is required.

This project is subject to the schedule of prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development, and the Division of Occupational Safety.

PRICE ADJUSTMENTS

This Contract contains price adjustments for hot mix asphalt and Portland cement mixtures, diesel fuel, and gasoline. For reference the base prices are as follows: liquid asphalt \$625.00 per ton, Portland cement \$425.13 per ton, diesel fuel \$2.793 per gallon, and gasoline \$2.471 per gallon, and Steel Base Price Index 374.7. MassDOT posts the **Price Adjustments** on their Highway Division’s website at

<https://www.mass.gov/massdot-contract-price-adjustments>

This Contract contains Price Adjustments for steel. See Document 00813 - PRICE ADJUSTMENT FOR STRUCTURAL STEEL AND REINFORCING STEEL for their application and base prices.

MassDOT projects are subject to the rules and regulations of the Architectural Access Board (521 CMR 1.00 et seq.)

Prospective bidders and interested parties can access this information and more via the internet at WWW.COMMBUYS.COM.

BY: Monica G. Tibbits-Nutt, Secretary and CEO, MassDOT
Jonathan L. Gulliver, Administrator, MassDOT Highway Division
SATURDAY, OCTOBER 10, 2025

DOCUMENT 00210

**REQUIREMENTS OF MASSACHUSETTS GENERAL LAWS
CHAPTER 30, SECTION 39R;
CHAPTER 30, SECTION 39O**

July 1, 1981, updated October 2016

M.G.L. c. 30, § 39R. Award of Contracts; Accounting Statements; Annual Financial Statements; Definitions.

(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

- (1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.
- (2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.
- (3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- (4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.
- (5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
- (6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.
- (7) "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.
- (8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

- (1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and
- (2) Until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and
- (3) If the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and
- (4) If the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and
- (5) If the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:

- (1) transactions are executed in accordance with management's general and specific authorization;
- (2) transactions are recorded as necessary
 - i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and
 - ii. to maintain accountability for assets;
- (3) access to assets is permitted only in accordance with management's general or specific authorization; and
- (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to:

- (1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and
- (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

- (d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.
- (e) The office of inspector general, the commissioner of capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.
- (f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

M.G.L. c. 30, § 39O: Suspension, Delay, or Interruption or Failure to Act by Awarding Authority; Adjustment in Contract Price; Submission of Claims.

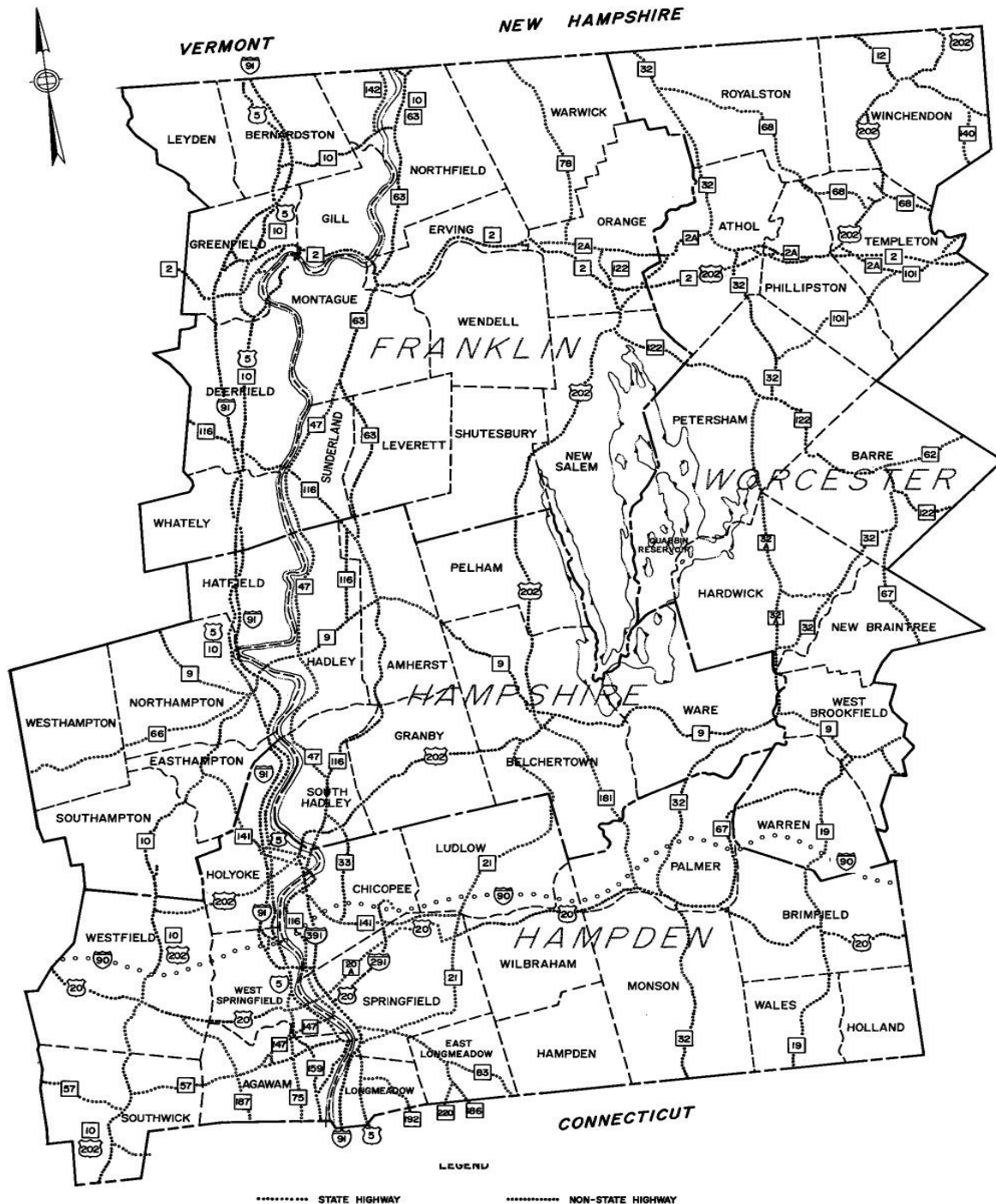
Section 39O. Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general 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.

- (a) The awarding authority may order the general 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 awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority 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 general contractor on such increase; and provided further, that the awarding authority 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 general contractor must submit the amount of a claim under provision (a) to the awarding authority 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 awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

*** END OF DOCUMENT ***

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT 00331

LOCUS MAP**DISTRICT 2****Scheduled and Emergency Tree Trimming, Removal & Sight Distance Clearance
at Various Locations**

NOT TO SCALE

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

Final Report ☐Interim Report ☐**CONTRACTOR PROJECT EVALUATION FORM***For instructions on using this form, see Engineering Directive E-10-002, Dated 4/20/2010*

Date: _____

City/Town: _____

Contractor: _____

Project: _____

Address: _____

F.A. No. _____

Contract Number: _____

Bid Price: _____

Notice to Proceed: _____

Funds: State: _____ Fed Aid: _____

Current Contract Completion Date: _____

Date Work Started: _____

Date Work Completed*: _____

Contractor's Superintendent: _____

Division: (indicates class of work) Highway: _____ Bridge: _____ Maintenance: _____

*If work was NOT completed within specified time (including extensions) give reasons on following page.

	Excellent 10	Very Good 9	Average 8	7	Fair 6	5	Poor 4	% Rating
1. Workmanship								x 2=
2. Safety								x 2=
3. Schedule								x 1.5=
4. Home Office Support								x 1=
5. Subcontractors Performance								x 1=
6. Field Supervision/ Superintendent								x 1=
7. Contract Compliance								x 0.5=
8. Equipment								x 0.5=
9. Payment of Accounts								x 0.5=
(use back for additional comments)								
							Overall Rating:	

*(Give explanation of items 1 through 9 on the following page in numerical order if overall rating is below 80%. Use additional sheets if necessary.)*_____
District Construction Engineer's Signature/Date_____
Resident Engineer's Signature/Date_____
Contractor's Signature Acknowledging Report/DateContractor Requests Meeting with the District: No ☐Yes ☐

Date Meeting Held: _____

Contractor's Comments/Meeting Notes (extra sheets may be added to this form and noted here if needed): __________

DOCUMENT 00440

Final Report ☐Interim Report ☐**SUBCONTRACTOR PROJECT EVALUATION FORM***For instructions on using this form, see Engineering Directive E-10-002, Dated 4/20/2010*

Date: _____

City/Town: _____

Subcontractor: _____

Project: _____

Address: _____

F.A. No.: _____

Contract Number: _____

Prime Contractor _____

Current Contract Completion Date: _____

Date Work Started: _____

Date Work Completed*: _____

Subcontractor's Superintendent: _____

Type of Work Performed by Subcontractor: _____

*If work was NOT completed within specified time (including extensions) give reasons on following page.

	Excellent 10	Very Good 9	Average 8	7	Fair 6	5	Poor 4	% Rating
1. Workmanship								x 2=
2. Safety								x 2=
3. Schedule								x 1.5=
4. Home Office Support								x 1.5=
5. Field Supervision/ Superintendent								x 1=
6. Contract Compliance								x 1=
7. Equipment								x 0.5=
8. Payment of Accounts								x 0.5=
(use back for additional comments)							Overall Rating:	

(Give explanation of items 1 through 8 on the following page in numerical order if overall rating is below 80%. Use additional sheets if necessary.)

District Construction Engineer's Signature/Date

Resident Engineer's Signature/Date

Contractor Signature Acknowledging Report/Date

Subcontractor Signature Acknowledging Report/Date

Subcontractor Requests Meeting with the District: No ☐Yes ☐

Date Meeting Held: _____

Subcontractor's Comments / Meeting Notes (extra sheets may be added to this form and noted here if needed):

Contractor's Comments:

SUBCONTRACTOR PROJECT EVALUATION FORM (Continued)

Date: _____ Contract Number: _____

INFORMATION FOR DISTRICT HIGHWAY DIRECTORS RELATING TO PREQUALIFICATION

A deduction shall be recommended for unsatisfactory performance if computed overall rating is under 80%.

A deduction may be recommended for this project being completed late due to the Contractor's fault.

RECOMMENDATIONS FOR DEDUCTIONS FROM CONTRACTORS' ASSIGNED FACTOR

(Write Yes or No in space provided)

I recommend a deduction for Contractor's unsatisfactory performance: _____

I recommend a deduction for project completed late: _____

Signed: _____
District Highway Director

EXPLANATION OF RATINGS 1 – 8: _____

[illegible]

WORK NOT COMPLETED WITHIN SPECIFIED TIME:

Revised: 04/28/17

*** END OF DOCUMENT ***

DOCUMENT 00710

GENERAL CONTRACT PROVISIONS

Revised: 04-16-25

NOTICE OF AVAILABILITY

The STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES dated 2025, the SUPPLEMENTAL SPECIFICATIONS, the 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS; the 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING and the CONSTRUCTION STANDARD DETAILS are available online at <https://www.mass.gov/massdot-highway-division-manuals-and-publications>

SPECIAL PROVISIONS FOR RIGHT-TO-KNOW ACT REQUIREMENTS

The Contractor's attention is directed to Massachusetts General Laws, Chapter 111F, commonly known as the Right-To-Know Act, and to the regulations promulgated pursuant thereto. Among the provisions of the Right-To-Know Act is a requirement that employers make available to employees Materials Safety Data Sheets (MSDS) for any substance on the Massachusetts Substance List (MSL) to which employees are, have been, or may be exposed.

To ensure prompt compliance with these regulations and legislation, the Contractor shall:

1. Deliver to the Department, prior to the start of any work under this contract, copies of MSDS for all MSL substances to be used, stored, processed or manufactured at the worksite by the Contractor.
2. Train employees of the Department, who may be exposed to MSL substances as a result of the Contractor's work under this contract, with regard to those specific substances in accordance with requirements of the Right-To-Know Act.
3. Observe all safety precautions recommended on the MSDS for any MSL substance to be used, stored, processed, or manufactured at the worksite by the Contractor.
4. Inform the Department in writing regarding specific protective equipment recommended in the MSDS for MSL substances to which employees of the Department may be exposed as a result of the Contractor's work under this contract.

The Department shall not be liable for any delay or suspension of work caused by the refusal of its employees to perform any work due to the Contractor's failure to comply with the Right-To-Know Act. The Contractor agrees to hold the Department or the Commissioner of the Department harmless and fully indemnified for any and all claims, demands, fines, actions, complaints, and causes of action resulting from or arising out of the Contractor's failure to comply with the requirements of the Right-To-Know Act.

ALTERNATIVE DISPUTE RESOLUTION

Forum, Choice of Law and Mediations:

Any actions arising out of a contract shall be governed by the laws of Massachusetts and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. MassDOT and the Contractor may both agree to mediation of any claim and will share the costs of such mediation pro rata based on the number of parties involved.

*** END OF DOCUMENT ***

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT 00715



SUPPLEMENTAL SPECIFICATIONS

SEPTEMBER 30, 2025

The 2025 *Standard Specifications for Highways and Bridges* are amended by the following modifications, additions and deletions. These Supplemental Specifications prevail over those published in the Standard Specifications.

The Specifications Committee has issued these Supplemental Specifications for inclusion into each proposal until such time as they are updated or incorporated into the next Standard Specifications.

Contractors are cautioned that these Supplemental Specifications are dated and will change as they are updated.

DIVISION I

GENERAL REQUIREMENTS AND COVENANTS

SECTION 2.00: PROPOSAL REQUIREMENTS AND CONDITIONS

Subsection 2.09: Rejection of Proposals

Replace the first bullet in the third paragraph with the following:

- award of the contract would result in the Bidder exceeding the Aggregate Bonding Capacity or the Single Bonding Capacity established by its Surety Company, or the Bidder's Proposal exceeds its Single Contract Limit, or the Bidder was not prequalified in the specified class of work on or before the time of bid opening; or

SECTION 3.00: AWARD AND EXECUTION OF THE CONTRACT

Subsection 3.02: Award of Contract

Replace the third paragraph with the following:

The successful bidder will be notified by mail or otherwise that their bid has been accepted and that they have been awarded the Contract.

SECTION 7.00: LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Subsection 7.01: Laws to be Observed

In paragraph 701.G Buy America Provisions change Federally-aid to Federal-aid.

Subsection 7.05: Insurance Requirements

Change the title of paragraph A to Workers' Compensation Insurance

Subsection 7.22: Labor, Lodging, Board, Maximum Hours of Employment, Weekly Payment, Keeping of Payroll Records.

Replace this subsection with the following;

Subsection 7.22: Labor, Lodging, Board; Maximum Hours of Employment; Minimum Wage Rates; Payment of Wages; Keeping of Payroll Records

Every employee in public work shall lodge, board and trade where and with whom he elects; and no person or their agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment. (M.G.L. c. 149, § 25).

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workers, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, worker, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid; provided, that in contracts entered into by the department of highways [a predecessor agency to MassDOT] for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or sub-contractor for said department, may employ laborers, workers, mechanics, foreman and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner [currently defined in M.G.L. c. 149, § 1 as the director of the Department of Labor Standards], public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void. (M.G.L. c. 149, § 34).

Attention of Bidders is called to M.G.L. c. 149, § 26-27H (the Prevailing Wage Law), requiring that the rate per hour of the wages paid to mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the director of the department of labor standards, and M.G.L. c. 149, § 148 requiring the weekly or bi-weekly payment of employees.

The Contractor shall furnish certified copies of any or all payrolls for the Contract, showing the name, address, and occupational classification of each employee on said works, and the hours worked by, and the wages paid to each such employee. Such payroll shall also include the rates paid for rented trucks or rental equipment of any kind used on the work. This requirement shall also apply to the work of any Subcontractor, having a Subcontract for any of the work performed on the project. Such records shall be kept in such manner as the Director of Labor Standards shall prescribe, and shall be open to inspection by the Engineer or any authorized representative of the Department of Labor Standards at any reasonable time and as often as may be necessary.

SECTION 8.00: PROSECUTION AND PROGRESS

Subsection 8.01: Subletting or Assignment of Contract

In the first bullet of the third paragraph replace the title of Subsection 7.22 Labor, Lodging, Board; Maximum Hours of Employment; Minimum Wage Rates; Payment of Wages; Keeping of Payroll Records

SECTION 9.00: MEASUREMENT AND PAYMENT

Subsection 9.03: Payment for Extra Work

Replace 903.B, first paragraph, numbers (2) and (3) with the following.

- (2) Plus 13 percent of direct labor, for the estimated costs of Federal Insurance Contribution Act (FICA) including Medicare; Federal Unemployment Tax Act (FUTA); State Unemployment Tax Act (SUTA), which includes Unemployment Insurance, the Workforce Training Fund Program,-Employer Medical Assistance Contribution, and COVID-19 Recovery Assessment; Earned Sick Time (EST) Law (940 CMR 33.00); and Paid Family and Medical Leave (PFML) Act (458 CMR 2.00); or, as an alternative to the above 13 percent, the Contractor may elect to use actual rates for FICA, FUTA, SUTA, EST and PFML provided the actual rates are supported with verifiable documentation and shall be subject to review by MassDOT Audit Operations.
- (3) Plus the estimated cost of Workers' Compensation and Liability Insurance, Health, Welfare and Pension benefits, and such additional fringe benefits which the Contractor is required to pay as a result of Union Labor Agreements and/or is required by authorized governmental agencies;

In 903.B, second paragraph, number (3), replace the word "Workmen's" with "Workers".

DIVISION II

CONSTRUCTION DETAILS

SECTION 300: WATER SYSTEMS

SUBSECTION 301: WATER SYSTEMS

Subsection 301.60G: Laying Pipe

Revise the third paragraph to read as follows:

Pipe sections shall be laid with the bell on the upgrade end. Before laying the pipe, the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry.

Subsection 301.80: Method of Measurement

Delete the words cast iron in the first paragraph.

Replace the second paragraph with the following;

Fittings, consisting of bends, tees, caps, wyes, sleeves, reducers, increasers, blow-off fittings and other special fittings, apply only when new materials are necessary and which are not specifically provided for under other items in the Proposal. Fittings other than new will not be paid separately but only under the applicable pipe items. When new fittings are measured separately for payment, the length of pipe occupied by the fittings will not be measured for payment.

SECTION 700: INCIDENTAL WORK

SUBSECTION 715: RURAL MAIL BOXES REMOVED AND RESET

Subsection 715: Rural Mail Boxes Removed and Reset

Change the words mail box and mail boxes to the word mailbox or mailboxes where encountered in the title, and all subsections.

SECTION 800: TRAFFIC CONTROL DEVICES

SUBSECTION 850: TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE OPERATIONS

Subsection 850.29: Temporary Barrier and Temporary Barrier Removed and Reset

Delete this subsection.

Subsection 850.49: Temporary Barrier

Delete this subsection.

Subsection 850.69: Temporary Barrier and Temporary Barrier Removed and Reset

Delete this subsection.

Subsection 850.80: Method of Measurement

Delete the fifth paragraph from the end of this subsection.

Subsection 850.81: Basis of Payment

Delete the sixth and seventh paragraphs from the end of this subsection.

SUBSECTION 853: TEMPORARY BARRIER

Subsection 853.: Temporary Barrier

Add this new subsection:

DESCRIPTION

853.20: General

Work under this Subsection consists of furnishing, placing, adjusting, resetting, maintaining, and removing temporary barrier.

MATERIALS

853.40: General

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

Material	Section
Precast, Prestressed, and Prefabricated Concrete Products	M4.09.0
Temporary Barrier	M10.16.0
Limited Deflection Temporary Barrier	M10.16.1
Delineators for Temporary Barrier	M10.16.2

The Contractor shall supply a temporary barrier system that meets or exceeds the Test Level (TL) designated in the description of the bid item.

If the Contractor uses a proprietary temporary barrier system, it shall be listed on the QTCE.

Temporary barrier segments that appear to be damaged or in otherwise unsuitable condition may be rejected or ordered to be replaced by the Engineer at no additional cost.

853.41: Deflection

The deflection of a temporary barrier system is defined as the measured deflection, permanent and/or dynamic, during MASH Test Designation 2-11 (for TL-2) or Test Designation 3-11 (for TL-3).

The Contractor shall supply a temporary barrier system that is equal to or less than the maximum allowable deflection (permanent and/or dynamic) for each run of temporary barrier, as shown in the Plans or stated in the Special Provisions. If no distinction between permanent and temporary deflection is shown in the plans or Special Provisions, then dynamic deflection shall govern.

853.42: Precast Concrete Barriers

Precast Concrete Barriers used as temporary barriers shall be fabricated in accordance with M4.09.0: Precast, Prestressed, and Prefabricated Concrete Products. The Contractor shall submit a Certificate of Compliance (CoC) attesting to meeting this requirement.

853.43: Delineation

Delineators installed at 20-ft intervals throughout the entire barrier run shall be included. The delineators shall conform to M10.16.2: Delineators for Temporary Barrier. Delineators that may act as a washer on a bolted connection shall not be used unless specifically allowed by the barrier manufacturer. Delineators that are damaged, are no longer reflective, or go missing while temporary barrier is deployed shall be replaced in kind by the Contractor.

Delineators may be top or side-mounted to the barrier and oriented in a manner to maximize reflectivity to approaching traffic.

Temporary barrier placed on the right side of the travel way, or top-mounted and separating two or more lanes traveling in the same direction, shall use white delineators. Temporary barrier placed on the left side of the travel way shall use amber or yellow delineators; if separating two-way traffic and top-mounted, the delineator shall be double-sided.

853.44: Anchored Barrier

Temporary barrier systems that include an anchor system in order to meet performance requirements of the contract and/or meet MASH testing requirements may be accepted for use at the discretion of the Department.

Barrier that utilizes an anchor system shall use the same pattern, placement, and material of anchors that was used in MASH crash testing.

853.45: Shop Drawings

Within 30 days of the Notice to Proceed, the Contractor shall provide Shop Drawings showing the proposed temporary barrier system and confirming that it conforms to 853.40: General and will meet the allowable deflection requirements as described in 853.41: Deflection.

If anchors are proposed, the means, methods, pattern, placement, and materials for anchoring and subsequent pavement and/or deck repairs following removal of the temporary barrier system shall be included in the Shop Drawing submittal. If the use of an anchor system is rejected by the Department, the Contractor shall select an unanchored system that meets or exceeds the contract specified performance requirements, at no additional cost.

Shop Drawings for proprietary barrier systems shall include manufacturer's instructions for installation.

CONSTRUCTION METHODS**853.60: General**

A Traffic Management Plan approved by the Department is required prior to the installation of the temporary barrier system.

The Contractor shall install temporary barrier systems in accordance with the Plans.

Barrier ends shall not be exposed to approaching traffic during installation. Crashworthy shielding or attenuation shall be provided at all times.

Proprietary temporary barrier systems shall be installed per the manufacturer's instructions.

The Contractor shall not place any breaks in the temporary barrier system that will result in sections that are shorter than the tested minimum length-of-need (LON) under MASH Test 2-11 (for TL-2) or 3-11 (for TL-3). Exceptions shall be allowed for gate systems or changeable length segments placed over expansion joints, if those barrier segment types have been determined to be crashworthy per MASH.

Temporary barrier shall not be placed on unpaved surfaces, unless otherwise shown in the Plans.

The Contractor shall not store materials, vehicles, or other equipment within the measured dynamic deflection envelope, as defined in 853.41: Deflection.

853.61: Temporary Barrier Removed and Reset

Temporary Barrier Removed and Reset consists of relocating a string of temporary barrier from one alignment to another to support the sequence and phasing of construction, as shown in the Plans.

Temporary Barrier Removed and Reset does not include moving all or a portion of the temporary barrier system to gain access to a work area, for the convenience of the Contractor, or to realign units that have moved due to construction activities or a traffic incident.

853.62: Quality Control Inspection

After temporary barrier installation is completed, the Contractor shall perform a Quality Control (QC) Inspection in the presence of the Engineer. QC Inspection activities shall include, but are not limited to the following reviews:

- Installation location per the approved Plans.
- Alignment and connection mechanism between adjacent barrier segments.
- Alignment and connection mechanism between barrier segment and attenuator, if present.
- Anchor system installation, if present.

For proprietary barrier systems, the QC Inspection shall also include any manufacturer-specific inspection details or criteria found in the installation instructions.

Work behind the barrier shall not commence until the QC Inspection has been accepted by the Engineer.

COMPENSATION

853.80: Method of Measurement

Temporary Barrier will be measured by the foot installed, in place.

Temporary Barrier Removed and Reset will be measured by the foot removed and reset.

853.81: Basis of Payment

Temporary Barrier will be paid for at the contract unit price per foot which shall provide full compensation for fabrication, storage, transport, furnishment, installation, delineation, alignment, maintenance, repair, and final removal of the temporary barrier.

Temporary Barrier Removed and Reset will be paid for at the contract unit price per foot which shall provide full compensation for removing, relocating, transporting, and installing new anchorage (if used). If more than one accepted temporary barrier system is approved for use in a single contract, the unit cost for Temporary Barrier Removed and Reset shall not differ among systems.

All costs associated with fabrication, installation, and maintenance of temporary barrier delineators shall be considered incidental to the cost of the item.

All costs associated with Shop Drawings and COCs shall be considered incidental to the item.

All costs associated with patching or repairing the road surface or bridge deck due to the installation and removal of temporary barrier and/or anchors for a temporary barrier system shall be considered incidental to the cost of the item.

853.82: Payment Items

Item number	Description	Unit
853.2	Temporary Barrier (TL-2)	Foot
853.21	Temporary Barrier Removed and Reset	Foot
853.23	Temporary Barrier (TL-3)	Foot
853.33	Temporary Barrier – Limited Deflection (TL-3)	Foot

SECTION 900: STRUCTURES

SUBSECTION 902: ULTRA HIGH PERFORMANCE CONCRETE

Subsection 902.32: Mockup

In Table 902.32-1 change the Link Slab width to 2 ft – 0 in. and change the Joint Header width to 0 ft – 6 in. .

Subsection 902.32: - 902.38

Renumber section 902.32 Surface Preparation to 902.33 Surface Preparation and renumber section 902.33 through 902.38 to 902.34 through 902.39.

DIVISION III

MATERIALS SPECIFICATIONS

SECTION M2: AGGREGATES AND RELATED MATERIALS

Subsection M2.01.0 Crushed Stone

Replace the fourth paragraph and the associated asterisk notes with the following;

The crushed stone shall have a maximum 45% wear as determined by the Los Angeles Abrasion Test (AASHTO T 96)

SECTION M5: PIPE, CULVERT SECTIONS AND CONDUIT

Subsection M5.01.0 Joint Materials for Pipe

Replace this subsection with the following;

- Jute or oakum furnished for use in pipe joints shall be of an accepted grade approved for common usage.
- Mortar shall conform to the requirements of M4.04.0: Cementitious Grout, Mortar and Concrete Products
- Standard couplers as approved by the manufacturer shall be used to join corrugated metal pipe
- Rubber ring or plastic gaskets for concrete pipe joints, or manholes section joints shall be of tough, flexible, chemical-resistant material, and of such size and shape as to ensure satisfactory pipe joints when incorporated in the work and shall conform to AWWA C153.
- Rubber gasket joints for ductile iron pipe shall be Styrene-Butadiene Rubber (SBR), Ethylene Propylene Diene Monomer (EPDM) or Nitrile and conform to AWWA C111

Subsection M5.05.03.B Gate Valves

Replace this subsection with the following;

Gate valves shall conform to the requirements of AWWA Standard C500 and/or to the type used by the municipality as specified in the Special Provisions.

SECTION M7: PAINTS, PROTECTIVE COATINGS AND PAVEMENT MARKINGS

Subsection M7.01.04 Fast Drying White and Yellow Waterborne Traffic Paint

Replace the subsection with the following;

Approved waterborne traffic paint shall be tested in accordance with AASHTO M 348 and be listed on the QCML. The dry paint film shall be under the Toxicity Characteristic Leaching Procedure (TCLP) limits for all contaminants listed in 40 CFR 261.24. The markings shall be installed using reflective glass beads meeting the requirements of M7.01.07. For waterborne yellow paint use Organic Yellow No. 65 or No. 75 pigment.

SECTION M9: MISCELLANEOUS MATERIALS

Subsection M9.12.0 Reflectors for Barriers

Delete this subsection.

SECTION M10: TRAFFIC CONTROL DEVICES

Subsection M10.16.0: Temporary Barrier

Subsection M10.16.1: Limited Deflection Temporary Barrier

Subsection M10.16.2: Delineators for Temporary Barrier

Add these new subsections.

DOCUMENT 00718

SPECIAL PROVISION FOR PARTICIPATION BY MINORITY OR WOMEN'S BUSINESS ENTERPRISES AND SERVICE- DISABLED VETERAN- OWNED BUSINESS ENTERPRISES

(Implementing Chapter 102, Section 24 and
Chapter 273, Section 124, of the Acts of 1994 and Chapter 56, Sections 1 to 5 of the Acts of 2010
and subsequent Acts)
Revised: September 27, 2021

I. PARTICIPATION**M/WBE PARTICIPATION GOAL**

On this Contract, the Massachusetts Department of Transportation (MassDOT) has established a goal for participation by Minority or Women Business Enterprise(s) (M/WBE). One half of the goal shall be met in the form of contractor activity. This goal shall remain in effect throughout the life of the Contract.

☒ Design-Bid-Build Projects: M/WBE Participation Goal 0 %
(One half of this goal shall be met in the form of Subcontractor construction activity)

☐ Design-Build Projects: M/WBE Design Participation Goal % and M/WBE Construction Participation Goal %
(One half of the Construction Goal shall be met in the form of Subcontractor construction activity)

SDVOBE PARTICIPATION BENCHMARK

On this Contract, the Massachusetts Department of Transportation (MassDOT) has established a goal for participation by Service- Disabled Veteran- Owned Business Enterprise(s) (SDVOBE). This goal shall remain in effect throughout the life of the Contract.

☐ Design-Bid-Build Projects: SDVOBE Participation Goal %

☐ Design-Build Projects: SDVOBE Design Participation Goal % and SDVOBE Construction Participation Goal %

II. POLICY

It is the policy of the MassDOT that Minority, Women Business Enterprises (M/WBEs) and Service- Disabled Veteran- Owned Business Enterprises (SDVOBEs) have equal opportunity to receive and participate in the performance of its state funded Contracts.

III. M/WBE and SDVOBE OBLIGATION

The Contractor agrees to take all necessary and reasonable steps to ensure that MBE, WBE, and SDVOBEs have the maximum opportunity to compete for, and to perform, Department Contracts.

IV. FAILURE TO COMPLY WITH M/WBE OR SDVOBE REQUIREMENTS

All Contractors and Subcontractors are hereby advised that failure to carry out the requirements of these Provisions constitutes a breach of Contract which may result in termination of the Contract, a determination that the Contractor or Subcontractor be barred from bidding on Department Contracts for up to three (3) years, or any other remedy as the Department may impose under Section XIV of these Special Provisions.

V. REQUIRED SUBCONTRACT PROVISIONS

The Prime Contractor shall include the Provisions of Sections II, III, and IV above in every subcontract making those provisions binding on each subcontractor, supplier, manufacturer, consultant or service provider.

VI. DEFINITIONS

For the purpose of these Special Provisions, the terms listed below are defined as follows:

Minority Business Enterprise or MBE means any individual, business organization, or non-profit corporation certified as a MBE by the Supplier Diversity Office (SDO), formerly known as the State Office of Minority and Women Business Assistance (SOMWBA), or by the Department for the purposes of a particular bid or proposal to be submitted to the Department.

Women Business Enterprise or WBE means any individual, business or organization, or non-profit corporation certified as a WBE by SDO, or by the Department for the purposes of a particular bid or proposal to be submitted to the Department.

Service- Disabled Veterans- Owned Businesses or SDVOBE means a business not less than 51 percent of which is owned by one or more service- disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service- disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Contractor activity" means any work, including but not limited to, construction, demolition, renovation, survey, test boring services, or maintenance work performed under the Contract.

"Approved Joint Venture" means a joint venture between M/WBEs and non-M/WBEs, or SDVOBEs and non-SDVOBEs, which has been established for the purpose of participation on a particular contract, where:

1. The M/WBE or SDVOBE partner(s) shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
2. The Joint Venture has been approved by the Department for M/WBE or SDVOBE participation on the particular contract.

"Equipment Rental Firm" means a firm that owns equipment and assumes actual and contractual responsibility to rent said equipment to perform a useful function of the work of the contract consistent with normal industry practice.

"Material Supplier" means a vendor engaged in sales to the highway construction industry from an established place of business or source of supply, which:

- (a) Manufactures goods from raw materials or substantially alters them before resale, or
- (b) Provides and maintains a storage facility for materials used in the work, consistent with normal industry practice.

"Department" means the Massachusetts Department of Transportation (MassDOT).

"SDO" means the Massachusetts Supplier Diversity Office.

VII. ELIGIBILITY of M/WBEs

Only firms, *OTHER THAN THE PRIME CONTRACTOR*, which have been certified by SDO and/or the Department as eligible to participate on state funded contracts as MBEs or WBEs may be used on this contract for credit toward the toward the M/WBE participation goal.

1. SDO Directory of Certified M/WBEs: The Supplier Diversity Office publishes a Directory of certified MBE and WBEs. This Directory can be obtained from SDO at <https://www.sdo.osd.state.ma.us/>. This site lists those firms which have been certified as minority owned (MBEs) or women owned (WBEs) in accordance with the criteria of 425 CMR 2.00 et seq to participate as M/WBEs on state funded contracts. It also lists the kinds of work in which each firm engages but does not constitute an endorsement of the quality or performance of any business and does not represent Department subcontractor approval.
2. Application for Certification by the Department for a Particular Project: A firm which has (1) submitted a fully completed M/WBE application to SDO at least 30 days previously, (2) has provided in a timely manner, any additional information which may have been requested by SDO, and (3) can provide evidence, satisfactory to the Department, of a bidder's conditional commitment to subcontract with the firm, if certified, may apply directly to the MassDOT Office of Civil Rights to be certified for participation on the particular contract.
3. Joint Venture Approval: To obtain recognition as an approved joint venture between M/WBEs and non-M/WBEs, the Joint Venture must provide to the MassDOT Office of Civil Rights, at least 14 business days before the bid opening date, the Joint Venture Affidavit Document B00847, and a copy of the Joint Venture Agreement, which shall include a detailed breakdown of the following:
 - (a) Capital participation by the M/WBE,
 - (b) Specific equipment to be provided to the Joint Venture by the M/WBE,
 - (c) Specific responsibilities of the M/WBE in the management of the Joint Venture,
 - (d) Workforce and specific skills to be provided to the Joint Venture by the M/WBE, and
 - (e) Percentage distribution to the M/WBE of the projected profit or loss incurred by the Joint Venture.
 - (f) The Joint Venture shall provide all such additional information as may be requested by the Department for the purpose of determining joint venture eligibility.

VIII. ELIGIBILITY of SDVOBEs

Only firms, *OTHER THAN THE PRIME CONTRACTOR*, which have demonstrated that they are listed as a service-disabled veteran- owned small businesses within the VetBiz database may be used on this contract for credit toward the SDVOBE participation goal.

1. VetBiz Database: The website, located at www.VetBiz.gov, listing verified service- disabled veteran- owned businesses.
2. Joint Venture Approval: To obtain recognition as an approved joint venture between SDVOBEs and non-SDVOBEs, the joint venture must provide to the MassDOT Office of Civil Rights, at least 14 business days before the bid opening date, an application for joint venture participation approval, and a copy of the Joint Venture Agreement, which shall include a detailed breakdown of the following:
 - (a) Capital participation by the SDVOBE,
 - (b) Specific equipment to be provided to the joint venture by the SDVOBE,
 - (c) Specific responsibilities of the SDVOBE in the management of the Joint Venture,
 - (d) Workforce and specific skills to be provided to the joint venture by the SDVOBE, and

- (e) Percentage distribution to the SDVOBE of the projected profit or loss incurred by the Joint Venture.
- (f) The Joint Venture shall provide all such additional information as may be requested by the Department for the purpose of determining joint venture eligibility.

IX. COUNTING M/WBE PARTICIPATION AND SDVOBE BENCHMARKS TOWARDS M/WBE AND SDVOBE GOALS

In order for M/WBE participation and SDVOBE benchmarks to count toward the Contract goal, the M/WBE and SDVOBE must have independently managed, supervised and performed the Contract work with its own workforce, equipment and resources. M/WBE and SDVOBE participation which fulfills these requirements shall be counted toward meeting the M/WBE and SDVOBE goals in accordance with the following rules:

- 1 If a firm has been determined to be an eligible MBE, WBE or SDVOBE, the total dollar value of the contract performed by the M/WBE or SDVOBE is counted toward the applicable goal as follows:
 - a. Except as provided below, in Section IX (1)(g), work performed by a M/WBE or a SDVOBE Prime Contractor shall not be counted toward the M/WBE or SDVOBE goal, and all Prime Contractors, including M/WBE or SDVOBE Prime Contractors, must comply with the M/WBE and SDVOBE requirements of this Contract.
 - b. For a M/WBE or SDVOBE material supplier, sixty percent (60%) of the amount to be paid for materials and supplies required under this Contract shall be credited toward the goal.
 - c. For a M/WBE or SDVOBE who provides a bonafide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract, reasonable fees or commissions charged for the service shall be listed, but the cost of items themselves shall not be credited.
 - d. For a M/WBE or SDVOBE hauler, trucker, or delivery service, which is not also the manufacturer of or a regular dealer in the materials and supplies, reasonable fees charged for delivery of materials and supplies required on the job site shall be credited; the cost of the materials and supplies themselves shall not be credited.
 - e. For a M/WBE or SDVOBE who provides any bonds or insurance specifically required for the performance of the contract, reasonable fees or commissions charged for such service shall be listed, but the face amount or actual premium paid for the bond or insurance shall not be credited.
 - f. The Department shall determine if the fees or commissions listed in accordance with paragraphs (c), (d), and (e) are not excessive as compared with fees or commissions customarily allowed for similar services.
 - g. That portion of the contract total dollar value equal to the percentage of ownership and control of the M/WBE partner(s) or SDVOBE partner(s) in an approved Joint Venture shall be counted toward the Contract goal, except that credit for M/WBE and SDVOBE participation in an approved Prime Joint Venture shall not exceed one half of the Contract goal.

X. JOINT CHECK POLICY

1. MassDOT recognizes that the use of joint checks may be a business practice required by material suppliers and vendors in the construction industry. A joint check is a two-party check issued by a/the Prime Contractor to a M/WBE or SDVOBE third party such as a regular dealer of material or supplies. The Prime Contractor issues the check as payor to the M/WBE or SDVOBE and the third party jointly as payees to guarantee payment to the third party for materials or supplies obtained or to be used by the M/WBE or SDVOBE. MassDOT has established criteria to ensure that M/WBEs or SDVOBEs are in fact performing a commercially useful function ("CUF") while using a joint check arrangement. Contractors and M/WBEs or SDVOBEs must meet and conform to these conditions and criteria governing the use of joint checks.

2. In the event that a Contractor, M/WBE or SDVOBE Subcontractor desires to use a joint check, MassDOT will require prior notice and will closely monitor the arrangement for compliance. MassDOT may allow a joint check arrangement and give credit to a Contractor for use of the M/WBE or SDVOBE where one or more of the following conditions exist:
 - The use of a joint check is in fact required by this type of vendor or supplier as a standard industry practice that applies to all Contractors (M/WBEs, SDVOBE and non-M/WBEs or non-SDVOBEs); or is required by a specific vendor or supplier;
 - Payment for supplies or materials would be delayed for an unreasonably extended period without the joint check arrangement;
 - The M/WBE or SDVOBE (or any of its Subcontractors) has a pattern or history of not paying a vendor or supplier within a reasonable time or has not established enough of a credit history with the supplier or vendor; and/or
 - The presence of severe adverse economic conditions, where credit resources may be limited and such practices may be necessary or required to effect timely payments.
3. Other factors MassDOT may consider:
 - Whether there is a requirement by the Prime Contractor that a M/WBE or SDVOBE should use a specific vendor or supplier to meet their Subcontractor specifications;
 - Whether there is a requirement that a M/WBE or SDVOBE use the Prime Contractor's negotiated price;
 - The independence of the M/WBE or SDVOBE;
 - Whether approval has been sought prior to use of a joint check arrangement; and
 - Whether any approved joint check arrangement has exceeded a reasonable period of use;
 - The operation of the joint check arrangement; and
 - Whether the M/WBE or SDVOBE has made an effort to establish alternate arrangements for following periods (i.e., the M/WBE or SDVOBE must show it can, or has, or why it has not, established or increased a credit line with the vendor or supplier).

Even with the use of a Joint Check, both the Contractor and M/WBE or SDVOBE remain responsible for compliance with all other elements of the Special Provisions, and must still be able to prove that a commercially useful function is being performed for the Contractor.

XI. JOINT CHECK PROCEDURES

- The M/WBE or SDVOBE advises its General or Prime Contractor that it will have to use a Joint Check and provide proof of such requirement.
- The General or the Prime Contractor submits a request for approval to MassDOT, using MassDOT's approved Joint Check Request form (Document B00846) and by notification on the M/WBE Letter of Intent (Document B00843) or SDVOBE Letter of Intent (Document B00845), and any other relevant documents. Requests that are not initiated during the bid process should be made in writing and comply with the procedure.
- The Contractor and M/WBE or SDVOBE must have:
 - (a) a written agreement with the material supplier/vendor;
 - (b) applied for credit with the subject material supplier and has supplied the vendor's response;

- (c) shown that it will place all orders to the subject material supplier/vendor;
 - (d) made and retains all decision-making responsibilities concerning the materials; and
 - (e) provided a Joint Check Agreement that is acceptable to MassDOT;
- The MassDOT Office of Civil Rights will review the request and render a decision as part of the approval process for M/WBE or SDVOBE Schedules and Letters of Intent.
 - Review and Approval will be project specific and relevant documents will be made part of the Project Contract file.
 - Payments should be made in the name of both the M/WBE or SDVOBE and vendor or supplier. Payments should be issued and signed by the Contractor as only the guarantor for prompt payment of purchases to the vendor or supplier. The payment to the vendor or supplier should be handled by the M/WBE or SDVOBE (i.e. if possible, funds or the joint check should be processed by the M/WBE or SDVOBE and sent by the M/WBE or SDVOBE to the vendor or supplier).
 - MassDOT may request copies of cancelled checks (front and back) and transmittal information to verify any payments made to the M/WBE or SDVOBE and vendor or supplier.
 - MassDOT may request other information and documents, and may ask questions of the Contractor, Subcontractor and vendor or supplier prior to, during, and after the project performance to ascertain whether the Subcontractor is performing a commercially useful function and all parties are complying with M/WBE or SDVOBE Program policies and procedures as part of the Subcontractor approval process.

XII. AWARD DOCUMENTATION AND PROCEDURES

1. The two lowest bidders/the two bidders with the lowest price per quality score point, including any M/WBE bidder or SDVOBE bidder, shall submit, by the close of business on the third business day after the bid opening, a completed Schedule of M/WBE and SDVOBE participation, in the form attached, which shall list:
 - a. The full company name, address and telephone number of each M/WBE or SDVOBE with whom the bidder intends to make a commitment;
 - b. The Contract item(s), by number(s) and quantity(ies), if applicable, or specific description of other business activity to be performed by each M/WBE or SDVOBE as set forth in the Letters of Intent. The bidder shall list only firms which have the capacity to perform, manage and supervise the work proposed in accordance with the requirements of Section XII of these Special Provisions.
 - c. The total dollar amount to be paid to each M/WBE or SDVOBE. (Bidders are cautioned that at least one half of the participation goal must be met with Contract work.)
 - d. The total dollar amount to be paid to each M/WBE or SDVOBE which is eligible for credit toward the M/WBE or SDVOBE goal under the crediting rules set out in Section IX.
 - e. The total creditable M/WBE or SDVOBE participation as a percentage of the total bid price.
2. All firms listed on the Schedule must be currently certified.
3. The two lowest bidders/the two bidders with the lowest price per quality score point shall submit with their Schedules of Participation, fully completed, signed Letters of Intent from each of the M/WBEs or SDVOBEs listed on the Schedule. The Letters of Intent shall be in the form attached and shall identify specifically the contract activity the M/WBE or SDVOBE proposes to perform, expressed as contract item number, if applicable, description of the activity, quantity, unit price and total price. In the event of discrepancy between the Schedule and the Letter of Intent, the Letter of Intent shall govern.

4. Evidence of good faith efforts will be evaluated by the Department in the selection of the lowest responsible bidder/best value bidder. All information requested by the Department for the purpose of evaluating the bidder's efforts to achieve the goal must be provided within three calendar days and must be accurate and complete in every detail. The apparent low bidder's/best value bidder's attainment of the M/WBE or SDVOBE goal or a satisfactory demonstration of good faith efforts is a prerequisite for Award of the Contract.
5. Failure to meet, or to demonstrate good faith efforts to meet, the requirements of these Special Provisions shall render a bid non-responsive. Therefore, in order to be eligible for award, the bidder (1) must list on the Schedule of Participation, and provide the required Letters of Intent for, M/WBE or SDVOBE participation which meets or exceeds the Contract goal in accordance with the terms of these Special Provisions or (2) must demonstrate, to the satisfaction of the Department, that good faith efforts were made to achieve the goal.
6. If the Department finds that the percentage of M/WBE or SDVOBE participation submitted by the bidder on its Schedule does not meet the Contract goal, or that the Letters of Intent were not timely filed, and that the bidder has not demonstrated good faith efforts to comply with these requirements, it shall propose that the bidder be declared ineligible for Award. In that case, the bidder may request administrative reconsideration. Such requests must be sent in writing within three calendar days of receiving notice of proposed ineligibility to: The Office of the General Counsel, Massachusetts Department of Transportation, 10 Park Plaza, Boston, MA, 02116.
7. If, after administrative reconsideration, the Department finds that the bidder has not shown that sufficient good faith efforts were made to comply with the requirements of these Special Provisions it shall reject the bidder's proposal and may retain the proposal guaranty.
8. Actions which constitute evidence of good faith efforts to meet the M/WBE or SDVOBE goals include, but are not limited to, all of the following examples:
 - a. Efforts made to select portions of the work proposed to be performed by M/WBEs or SDVOBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE and SDVOBE participation. The value of such work is required to at least equal the M/WBE and SDVOBE goal.
 - b. Reasonable written notification prior to the opening of bids soliciting individual M/WBEs or SDVOBEs interested in participation in the contract as subcontractors, regular dealers, manufacturers, consultants, or service providers and identifying the specific items or type of work being solicited.
 - c. Written notification to M/WBE or SDVOBE economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs and SDVOBEs, describing the type of work, supplies or services being considered for M/WBE or SDVOBE subcontracting on this contract.
 - d. Efforts made to negotiate with M/WBEs or SDVOBEs for specific items of work including evidence of:
 - (1) The names, addresses, telephone numbers of M/WBEs or SDVOBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacts with M/WBEs or SDVOBEs to determine with certainty whether the M/WBEs or SDVOBEs were interested. Personal or phone contacts are expected.
 - (2) A description of the information provided by the M/WBEs or SDVOBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - (3) A statement of why additional agreements with M/WBEs or SDVOBEs were not reached.
 - (4) Documentation of each M/WBE or SDVOBE contacted but rejected and the reasons for the rejection.
 - e. Absence of any agreements between the Contractor and the M/WBE or SDVOBE in which M/WBE or SDVOBE promises not to provide subcontracting quotations to other bidders.
 - f. Efforts made to assist the M/WBEs or SDVOBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the Contractor.

- g. Documentation that qualified M/WBEs or SDVOBEs are not available, or are not interested.
 - h. Attendance at any meeting scheduled by the Department to encourage better Contractor-M/WBE or Contractor- SDVOBE relationships and/or to inform M/WBEs or SDVOBEs of forthcoming M/WBE or SDVOBE utilization opportunities.
 - i. Advertisement, in general circulation media, in trade association publications and in disadvantaged business enterprise-focused media, of interest in utilizing M/WBEs or SDVOBEs and the area of interest.
 - j. Efforts to effectively use the services of available minority community organizations; women organizations, veteran organizations, minority, women disadvantaged and veteran contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs or SDVOBEs.
9. The demonstration of good faith efforts must establish that the Contractor has actively and aggressively sought out M/WBEs or SDVOBEs to participate in the project and has taken all actions which could be reasonably expected to achieve the goal. Examples of circumstances or actions not acceptable as reasons for failure to meet the M/WBE or SDVOBE goal, include, but are not limited to:
- a. The M/WBE or SDVOBE was unable to provide performance and/or payment bonds.
 - b. The M/WBEs or SDVOBEs commercially reasonable bid was rejected based on price.
 - c. The M/WBE or SDVOBE would not agree to perform items of work at the unit bid price.
 - d. The Contractor does not want to subcontract a percentage of the work sufficient to meet the goal.
 - e. Solicitation by mail or fax only.

XIII. COMPLIANCE

- 1. All activity performed by a M/WBE or SDVOBE for credit toward the Contract goal must be performed, managed and supervised by the M/WBE or SDVOBE. Prime Contractor shall not enter into, or condone, any other arrangement.
- 2. The Prime Contractor shall not perform with its own organization, or assign to any other business, any activity designated for the M/WBEs or SDVOBEs named on the Schedule submitted by the Prime Contractor under Section IX, or under Section XII(6), without the approval of the Department in accordance with the requirements of Sections XIII(6) and XIII(10).
- 3. The Department may suspend payment for any activity which was not performed by the M/WBE or SDVOBE to whom the activity was committed on the approved Schedule of Participation, or which was not performed in accordance with the requirements of Section XIII(1).
- 4. The Department retains the right to approve or disapprove all subcontractors. Requests by the Prime Contractor for approval of participation by a M/WBE or SDVOBE subcontractor for credit toward the Contract goal must include, in addition to any other requirements for subcontractor approval, the following:
 - a. A copy of the proposed subcontract. The subcontract must be for at least the dollar amount, and for the work described, in the Prime Contractor's Schedule of Participation.
 - b. A resume stating the qualifications and experience of the M/WBE or SDVOBE superintendent and/or foreperson who will supervise the on-site work. A new resume will be required for any change in supervisory personnel during the progress of the work.
 - c. A Schedule of Operations indicating when the M/WBE or SDVOBE is expected to perform the work.

- d. A list of (1) equipment owned by the M/WBE or SDVOBE to be used on the Project, and (2) equipment to be leased by the M/WBE or SDVOBE for use on the Project.
 - e. A list of: (1) all projects (public and private) which the M/WBE or SDVOBE is currently performing, (2) all projects (public and private) to which the M/WBE or SDVOBE is committed, (3) all projects (public and private) to which the M/WBE or SDVOBE intends to make a commitment. For each contract, list the contracting organization, the name and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and the M/WBEs or SDVOBEs work schedule for each project.
5. If, pursuant to the subcontractor approval process, the Department finds that a M/WBE or SDVOBE subcontractor does not have sufficient experience or resources to perform, manage and supervise work of the kind proposed in accordance with the requirements of Section XIII(1), approval of the M/WBE or SDVOBE subcontractor may be denied. In the event of such denial, the Prime Contractor shall proceed in accordance with the requirements of Sections XIII(6) and XIII(10).
 6. If, for reasons beyond its control, the Prime Contractor cannot comply with its M/WBE or SDVOBE commitment in accordance with the Schedule of participation submitted under Section IX and the terms of these Special Provisions, the Prime Contractor shall submit to the Department the reasons for its inability to comply with its obligations under Section I and shall submit, and request approval for, a revised Schedule of Participation. If approved by the Department, the revised Schedule shall govern the Prime Contractor's performance in meeting its obligations under these special provisions.
 7. A Prime Contractor's compliance with the participation goal in Section I shall be determined by reference to the required percentage of the total Contract price, including any additions and modifications thereto, provided, however, that no decrease in the dollar amount of a bidder's commitment to any M/WBE or SDVOBE shall be allowed without the approval of the Department.
 8. If the Contract amount is increased, the Prime Contractor shall submit a revised Schedule of Participation in accordance with Sections XIII(6) and XIII(10).
 9. In the event of the decertification of a M/WBE or SDVOBE participating or scheduled to participate on the contract for credit toward the goal, the Contractor shall proceed in accordance with Sections XIII(6) and XIII(10).
 10. The Prime Contractor shall notify the Department immediately of any facts which come to its attention indicating that it may or will be unable to comply with any aspect of its M/WBE or SDVOBE obligation under this Contract.
 11. Any notice required by these Special Provisions shall be given in writing to the Resident Engineer and the district designated Compliance Officer with a copy to the Director of Compliance, Office of Diversity and Civil Rights, 10 Park Plaza, Room 3170, Boston MA 02116.
 12. The Prime Contractor and its subcontractors shall comply with the Department's Electronic Reporting System Requirements (Contract Document 00821) and submit all information required by the Department related to the M/WBE Special Provisions and SDVOBE Special Provisions through the Equitable Business Opportunity Solution (EBO). The Department reserves the right to request reports in the format it deems necessary anytime during the performance of the Contract.
 13. The Contractor shall pay each M/WBE or SDVOBE for satisfactory performance of its Contract no later than 10 days from receipt of payment for the work from the Department. Any delay or postponement of payment to the M/WBEs or SDVOBEs must be for good cause and only with the prior approval of the Department.
 14. The Department may withhold the Contractor's next periodic payment if each M/WBE or SDVOBE is not paid in accordance with Section XIII(13).
 15. The Department may require specific performance of the Prime Contractor's commitment under the Contract by requiring the Prime Contractor to subcontract with a M/WBE or SDVOBE for any contract or specialty item.

XIV. SANCTIONS

If the Prime Contractor does not comply with the terms of these Special Provisions and cannot demonstrate to the satisfaction of the Department that good faith efforts were made to achieve such compliance, the Department may, in addition to any other remedy provided for in the Contract, and notwithstanding any other provision in the Contract:

1. Retain, in connection with final acceptance and final payment, an amount determined by multiplying the total contract amount by the percentage in Section I, less the amount paid to approved M/WBEs or SDVOBEs for work performed under the Contract in accordance with the provisions of Section X. The Prime Contractor shall have the right to appeal such retention of funds in accordance with the provisions of M.G.L. c. 30A s.10.
2. Suspend, terminate or cancel this Contract, in whole or in part, and call upon the Prime Contractor's surety to perform all terms and conditions in the Contract.
3. In accordance with 720 CMR 5.05(1)(f), modify or revoke the Prime Contractor's Prequalification status or recommend that the Prime Contractor not receive award of a pending Contract. The Prime Contractor may appeal the determination of the Prequalification Committee in accordance with the provisions of 720 CMR 5.07.
4. Initiate debarment proceedings under M.G.L. c.29 §29F.

XV. FURTHER INFORMATION

Any proposed M/WBE, SDVOBE, bidder, Contractor or subcontractor shall provide such information as is necessary in the judgement of the Department to ascertain its compliance with the terms of this Special Provision.

XVI. LIST OF ADDITIONAL DOCUMENTS

1. The following documents shall be completed and signed by the bidder and designated M/WBEs or SDVOBEs in accordance with Section XII - Award Documentation and Procedures. These documents must be returned by the bidder to MassDOT's Bid Document Distribution Center:
 - ☐ Schedule of M/WBEs (Document B00842) or SDVOBE Participation (Document B00844)
 - ☐ Letter of Intent: M/WBEs (Document B00843) or SDVOBE (Document B00845)
 - ☐ M/WBEs or SDVOBE Joint Check Arrangement Approval Form (Document B00846), if Contractor and M/WBE or SDVOBE plan, or if M/WBE or SDVOBE is required to use a Joint Check (when applicable)
2. The following document shall be signed and returned by Contractor and Subcontractors/M/WBEs or SDVOBEs to the MassDOT District Office overseeing the Project, as applicable:
 - ☐ Contractor/Subcontractor Certification Form (Document No. 00859) (a checklist of other documents to be included with every subcontract (M/WBEs or SDVOBEs and non-M/WBEs or SDVOBEs alike)).
3. The following document shall be provided to MassDOT's Office of Civil Rights and Prequalification Office at least fourteen (14) business days before the bid opening date:
 - ☐ Joint Venture Affidavit of M/WBE or SDVOBE/Non-M/WBE or Non-SDVOBE (Document B00847)
4. The following document shall be provided to MassDOT's District Office of Civil Rights within 30 calendar days after the work of the M/WBE is completed, or no later than 30 calendar days after the work of the M/WBE is on a completed and processed CQE. This document shall be completed and submitted by the Prime Contractor:
 - ☐ Certificate of Completion by a Minority/Women or Disadvantaged Business Enterprise (M/WBE) (Form No. CSD-100)

*** END OF DOCUMENT ***

DOCUMENT 00761

**SPECIAL PROVISIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Revised: 02/09/16

I. Instructions for Certification - Primary Covered Transactions:

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the MassDOT's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the MassDOT determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, the MassDOT may terminate this transaction for cause of default.
3. The prospective primary participant shall provide immediate written notice to the MassDOT if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the MassDOT for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the MassDOT.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the MassDOT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration and the Debarment Lists compiled by both the Massachusetts Office of the Attorney General and the Department of Capital Asset Management and Maintenance (DCAMM) and published separately in the Central Register.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, the MassDOT may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Primary Covered Transactions

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

II. Instructions for Certification - Lower Tier Covered Transactions:

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available the MassDOT may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the MassDOT for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the MassDOT.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List and the Debarment Lists.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the MassDOT may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or local department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*** END OF DOCUMENT ***

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT 00811

SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES

Revised: 02/03/2023

This provision applies to all projects using greater than 100 tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. They shall not include transportation or other charges. Price Adjustments will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.

Period Price

The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The Department will post this Period Price on its website at <https://www.mass.gov/service-details/massdot-current-contract-price-adjustments> following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

Price Adjustment Determination, Calculation and Payment

The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either upwards or downwards, will be made after the work has been performed using the monthly period price for the month during which the work was performed.

Price Adjustments will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the approved Job Mix Formula.

Price Adjustments will be separate payment items. The pay item numbers are 999.401 for a positive price adjustment (a payment) and 999.402 for a negative price adjustment (a deduction). Price Adjustments will be calculated using the following equation:

Price Adjustment = Tons of HMA Placed X Liquid Asphalt Content % X RAP Factor X (Period Price - Base Price)

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

*** END OF DOCUMENT ***

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT 00812

SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS
Revised: 02/01/2021

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site <https://www.mass.gov/service-details/massdot-current-contract-price-adjustments> for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY.	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

*** END OF DOCUMENT ***

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT 00813

SPECIAL PROVISIONS**PRICE ADJUSTMENTS FOR STRUCTURAL STEEL AND REINFORCING STEEL**

September 17, 2025

This special provision applies to all projects containing the use of structural steel and/or reinforcing steel as specified elsewhere in the Contract work. It applies to all structural steel and all reinforcing steel, as defined below, on the project. Compliance with this provision is mandatory, i.e., there are no “opt-in” or “opt-out” clauses. Price adjustments will be handled as described below and shall only apply to unfabricated reinforcing steel bars and unfabricated structural steel material, consisting of rolled shapes, plate steel, sheet piling, pipe piles, steel castings and steel forgings.

Price adjustments will be variances between Base Prices and Period Prices. Base Prices and Period Prices are defined below.

Price adjustments will only be made if the variances between Base Prices and Period Prices are 5% or more. A variance can result in the Period Price being either higher or lower than the Base Price. Once the 5% threshold has been achieved, the adjustment will apply to the full variance between the Base Price and the Period Price.

Price adjustments will be calculated by multiplying the number of pounds of unfabricated structural steel material or unfabricated reinforcing steel bars on a project by the index factor calculated as shown below under Example of a Period Price Calculation.

Price adjustments will not include guardrail panels or the costs of shop drawing preparation, handling, fabrication, coatings, transportation, storage, installation, profit, overhead, fuel costs, fuel surcharges, or other such charges not related to the cost of the unfabricated structural steel and unfabricated reinforcing steel.

The weight of steel subject to a price adjustment shall not exceed the final shipping weight of the fabricated part by more than 10%.

Base Prices and Period Prices are defined as follows:

Base Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are fixed prices determined by the Department and found in the table below. While it is the intention of the Department to make this table comprehensive, some of a project’s unfabricated structural steel and/or unfabricated reinforcing steel may be inadvertently omitted. Should this occur, the Contractor shall bring the omission to the Department’s attention so that a contract alteration may be processed that adds the missing steel to the table and its price adjustments to the Contract.

The Base Price Date is the month and year of the most recent finalized period price index at the time that MassDOT opened bids for the project. The Base Price Index for this contract is the Steel PPI listed in the Notice to Contractors.

Period Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are variable prices that have been calculated using the Period Price Date and an index of steel prices to adjust the Base Price.

The Period Price Date is the date the steel was delivered to the fabricator as evidenced by an official bill of lading submitted to the Department containing a description of the shipped materials, weights of the shipped materials and the date of shipment. This date is used to select the Period Price Index.

The index used for the calculation of Period Prices is the U.S. Department of Labor Bureau of Labor Statistics Producer Price Index (PPI) Series ID WPU101702 (Not Seasonally Adjusted, Group: Metals and Metal Products, Item: Semi-finished Steel Mill Products.) As this index is subject to revision for a period of up to four (4) months after its original publication, no price adjustments will be made until the index for the period is finalized, i.e., the index is no longer suffixed with a “(P)”.

Period Prices are determined as follows:

Period Price = Base Price X Index Factor

Index Factor = Period Price Index / Base Price Index

Example of a Period Price Calculation:

Calculate the Period Price for December 2009 using a Base Price from March 2009 of \$0.82/Pound for 1,000 Pounds of ASTM A709 (AASHTO M270) Grade A36 Structural Steel Plate.

The Period Price Date is December 2009. From the PPI website*, the Period Price Index = 218.0.

The Base Price Date is March 2009. From the PPI website*, the Base Price Index = 229.4.

Index Factor = Period Price Index / Base Price Index = $218.0 / 229.4 = 0.950$

Period Price = Base Price X Index Factor = $\$0.82/\text{Pound} \times 0.950 = \$0.78/\text{Pound}$

Since $\$0.82 - \$0.78 = \$0.04$ is less than 5% of \$0.82, no price adjustment is required.

If the \$0.04 difference shown above was greater than 5% of the Base Price, then the price adjustment would be 1,000 Pounds X \$0.04/Pound = \$40.00. Since the Period Price of \$0.78/Pound is less than the Base Price of \$0.82/Pound, indicating a drop in the price of steel between the bid and the delivery of material, a credit of \$40.00 would be owed to MassDOT. When the Period Price is higher than the Base Price, the price adjustment is owed to the Contractor.

* To access the PPI website and obtain a Base Price Index or a Period Price Index, go to

<http://data.bls.gov/cgi-bin/srgate>

End of example.

The Contractor will be paid for unfabricated structural steel and unfabricated reinforcing steel under the respective contract pay items for all components constructed of either structural steel or reinforced Portland cement concrete under their respective Contract Pay Items.

Price adjustments, as herein provided for, will be paid separately as follows:

Structural Steel

Pay Item Number 999.449 for positive (+) pay adjustments (payments to the Contractor)

Pay Item Number 999.457 for negative (-) pay adjustments (credits to MassDOT Highway Division)

Reinforcing Steel

Pay Item Number 999.466 for positive (+) pay adjustments (payments to the Contractor)

Pay Item Number 999.467 for negative (-) pay adjustments (credits to MassDOT Highway Division)

No price adjustment will be made for price changes after the Contract Completion Date, unless the MassDOT Highway Division has approved an extension of Contract Time for the Contract.

TABLE

Steel Type		Price per Pound
1	ASTM A615/A615M Grade 60 (AASHTO M31 Grade 60 or 420) Reinforcing Steel	\$0.58
2	ASTM A27 (AASHTO M103) Steel Castings, H-Pile Points & Pipe Pile Shoes (See Note below.)	\$0.81
3	ASTM A668 / A668M (AASHTO M102) Steel Forgings	\$0.81
4	ASTM A108 (AASHTO M169) Steel Forgings for Shear Studs	\$0.83
5	ASTM A709/A709M Grade 36 / AASHTO M270M/M270 Grade 36 or 250 Structural Steel Plate	\$0.87
6	ASTM A709/A709M Grade 36 / AASHTO M270M/M270 Grade 36 or 250 Structural Steel Shapes	\$0.82
7	ASTM A709/A709M Grade 50 / AASHTO M270M/M270 Grade 50 or 345 Structural Steel Plate	\$0.87
8	ASTM A709/A709M Grade 50 / AASHTO M270M/M270 Grade 50 or 345 Structural Steel Shapes	\$0.82
9	ASTM A709/A709M Grade 50WT / AASHTO M270M/M270 Grade 50WT or 345WT Structural Steel Plate	\$0.90
10	ASTM A709/A709M Grade 50WT / AASHTO M270M/M270 Grade 50WT or 345WT Structural Steel Shapes	\$0.83
11	ASTM A709/A709M Grade 50W / AASHTO M270M/M270 Grade 50W 345W Structural Steel Plate	\$0.90
12	ASTM A709/A709M Grade 50W / AASHTO M270M/M270 Grade 50W or 345W Structural Steel Shapes	\$0.83
13	ASTM A709/A709M Grade HPS 50W / AASHTO M270M/M270 Grade HPS 50W or 345W Structural Steel Plate	\$0.94
14	ASTM A709/A709M Grade HPS 70W / AASHTO M270M/M270 Grade HPS 70W or 485W Structural Steel Plate	\$1.02
15	ASTM A514/A514M-05 Grade HPS 100W / AASHTO M270M/M270 Grade HPS 100W or 690W Structural Steel Plate	\$1.55
16	ASTM A992/A992M Grade 50S / AASHTO M270M/M270 Grade 50S or 345S Structural Steel Plate	\$0.90
17	ASTM A992/A992M Grade 50S / AASHTO M270M/M270 Grade 50S or 345S Structural Steel Shapes	\$0.83
18	ASTM A276 Type 316 Stainless Steel	\$4.67
19	ASTM A240 Type 316 Stainless Steel	\$4.67
20	ASTM A148 Grade 80/50 Steel Castings (See Note below.)	\$1.60
21	ASTM A53 Grade B Structural Steel Pipe	\$1.02
22	ASTM A500 Grades A, B, 36 & 50 Structural Steel Pipe	\$1.02
23	ASTM A252, Grades 240 (36 KSI) & 414 (60 KSI) Pipe Pile	\$0.81
24	ASTM 252, Grade 2 Permanent Steel Casing	\$0.81
25	ASTM A36 (AASHTO M183) for H-piles, steel supports and sign supports	\$0.85
26	ASTM A328 / A328M, Grade 50 (AASHTO M202) Steel Sheetpiling	\$1.53
27	ASTM A572 / A572M, Grade 50 Sheetpiling	\$1.53
28	ASTM A36/36M, Grade 50	\$0.87
29	ASTM A570, Grade 50	\$0.85
30	ASTM A572 (AASHTO M223), Grade 50 H-Piles	\$0.87
31	ASTM A1085 Grade A (50 KSI) Steel Hollow Structural Sections (HSS), heat-treated per ASTM A1085 Supplement S1	\$1.02
32	AREA 140 LB Rail and Track Accessories	\$0.52

NOTE: Steel Castings are generally used only on moveable bridges. Cast iron frames, grates and pipe are not “steel” castings and will not be considered for price adjustments.

END OF DOCUMENT

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT 00814

SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES
January 12, 2009

This provision applies to all projects using greater than 100 Cubic Yards (76 Cubic Meters) of Portland cement concrete containing Portland cement as stipulated in the Notice to Contractors section of the Bid Documents. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found in the Notice to Contractors.

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the Construction Economics section of *ENR Engineering News-Record* magazine or at the ENR website <http://www.enr.com> under Construction Economics. The Period Price will be posted on the MassDOT website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01. No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

*** END OF DOCUMENT ***

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT 00820

**THE COMMONWEALTH OF MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY,
NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

I. Definitions

For purposes of this contract,

"Minority" means a person who meets one or more of the following definitions:

- (a) American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.
- (b) Asian means: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but Not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.
- (c) Black means: All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
- (d) Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
- (e) Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

"State construction contract" means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility, or a contract for the construction, reconstruction, alteration, remodeling or repair of a public work undertaken by a department, agency, board, or commission of the commonwealth.

"State assisted construction contract" means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility undertaken by a political subdivision of the commonwealth, or two or more political subdivisions thereof, an authority, or other instrumentality and whose costs of the contract are paid for, reimbursed, grant funded, or otherwise supported, in whole or in part, by the commonwealth.

II. Equal Opportunity, Non-Discrimination and Affirmative Action

During the performance of this Contract, the Contractor and all subcontractors (hereinafter collectively referred to as "the Contractor") for a state construction contract or a state assisted construction contract, for him/herself, his/her assignees and successors in interest, agree to comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.

The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship or on-the-job training opportunity. The Contractor shall comply with the provisions of chapter 151B of the Massachusetts General Laws, as amended, and all other applicable anti-discrimination and equal opportunity laws, all of which are herein incorporated by reference and made a part of this Contract.

The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151 B).

In connection with the performance of work under this contract, the Contractor shall undertake, in good faith, affirmative action measures to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures shall entail positive and aggressive measures to ensure nondiscrimination and to promote equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship and on-the-job training programs. A list of positive and aggressive measures shall include, but not be limited to, advertising employment opportunities in minority and other community news media; notifying minority, women and other community-based organizations of employment opportunities; validating all job specifications, selection requirements, and tests; maintaining a file of names and addresses of each worker referred to the Contractor and what action was taken concerning such worker; and notifying the administering agency in writing when a union with whom the Contractor has a collective bargaining agreement has failed to refer a minority or woman worker. These and other affirmative action measures shall include all actions required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. One purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.

III. Minority and Women Workforce Participation

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

IV. Liaison Committee

At the discretion of the agency that administers the contract for the construction project there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering the contract for the construction project, hereinafter called the administering agency, a representative from the Office of Affirmative action, and such other representatives as may be designated by the administering agency. The Contractor (or his/her agent, if any, designated by him/her as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

V. Reports and Records

The Contractor shall prepare projected workforce tables on a quarterly basis when required by the administering agency. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also, when updated, to the administering agency and the Liaison Committee when required.

The Contractor shall prepare weekly reports in a form approved by the administering agency, unless information required is required to be reported electronically by the administering agency, the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority. Copies of these shall be provided at the end of each such week to the administering agency and the Liaison Committee.

Records of employment referral orders, prepared by the Contractor, shall be made available to the administering agency on request.

The Contractor will provide all information and reports required by the administering agency on instructions issued by the administering agency and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the administering agency to effect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary non-discrimination, equal opportunity and access and opportunity contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency and shall set forth what efforts he has made to obtain the information.

VI. Access to Work Site

A designee of the administering agency and a designee of the Liaison Committee shall each have a right to access the work site.

VII. Solicitations for Subcontracts, and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and equal opportunity.

VIII. Sanctions

Whenever the administering agency believes the General or Prime Contractor or any subcontractor may not be operating in compliance with the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B), the administering agency may refer the matter to the Massachusetts Commission Against Discrimination ("Commission") for investigation.

Following the referral of a matter by the administering agency to the Massachusetts Commission Against Discrimination, and while the matter is pending before the MCAD, the administering agency may withhold payments from contractors and subcontractors when it has documentation that the contractor or subcontractor has violated the Fair Employment Practices Law with respect to its activities on the Project, or if the administering agency determines that the contractor has materially failed to comply with its obligations and the requirements of this Section. The amount withheld shall not exceed a withhold of payment to the General or Prime Contractor of 1/100 or 1% of the contract award price or \$5,000, whichever sum is greater, or, if a subcontractor is in non-compliance, a withhold by the administering agency from the General Contractor, to be assessed by the General Contractor as a charge against the subcontractor, of 1/100 or 1% of the subcontractor price, or \$1,000 whichever sum is greater, for each violation of the applicable law or contract requirements. The total withheld from anyone General or Prime Contractor or subcontractor on a Project shall not exceed \$20,000 overall. No withhold of payments or investigation by the Commission or its agent shall be initiated without the administering agency providing prior notice to the Contractor.

If, after investigation, the Massachusetts Commission Against Discrimination finds that a General or Prime Contractor or subcontractor, in commission of a state construction contract or state-assisted construction contract, violated the provisions of the Fair Employment Practices Law, the administering agency may convert the amount withheld as set forth above into a permanent sanction, as a permanent deduct from payments to the General or Prime Contractor or subcontractor, which sanction will be in addition to any such sanctions, fines or penalties imposed by the Massachusetts Commission Against Discrimination.

No sanction enumerated under this Section shall be imposed by the administering agency except after notice to the General or Prime Contractor or subcontractor and an adjudicatory proceeding, as that term is used, under Massachusetts General Laws Chapter 30A, has been conducted.

IX. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

X. Contractor's Certification

After award and prior to the execution of any contract for a state construction contract or a state assisted construction contract, the Prime or General Contractor shall certify that it will comply with all provisions of this Document 00820 Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program, by executing Document 00859 Contractor/Subcontractor Certification Form.

XI. Subcontractor Requirements

Prior to the award of any subcontract for a state construction contract or a state assisted construction contract, the Prime or General Contractor shall provide all prospective subcontractors with a complete copy of this Document 00820 entitled "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" and will incorporate the provisions of this Document 00820 into any and all contracts or work orders for all subcontractors providing work on the Project. In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, the Prime or General Contractor shall certify in writing to the administering agency that it has complied with the requirements as set forth in the preceeding paragraph by executing Document 00859 Contractor/Subcontractor Certification Form.

Rev'd 03/07/14

*** END OF DOCUMENT ***

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT 00821

**ELECTRONIC REPORTING REQUIREMENTS
CIVIL RIGHTS PROGRAMS AND CERTIFIED PAYROLL**

Implemented on March 2, 2009

Revised June 04, 2019

The Massachusetts Department Of Transportation (MassDOT) has replaced the CHAMP reporting system with Equitable Business Opportunity Solution (EBO), a new web-based civil rights reporting software system. This system is capable of handling both civil rights reporting requirements and certified payrolls. The program's functions include the administration of Equal Employment Opportunity (EEO) requirements, On-The-Job Training requirements (OJT), Disadvantage Business Enterprise (DBE) and/or Minority / Women's Business Enterprise (M/WBE) subcontracting requirements, and the electronic collection of certified payrolls associated with MassDOT projects. In addition, this system is used to generate various data required as part of the American Recovery and Reinvestment Act (ARRA). Contractors are responsible for all coordination with all sub-contractors to ensure timely and accurate electronic submission of all required data.

Contractor and Sub-Contractor EBO User Certification

All contractors and sub-contractors must use the EBO software system. The software vendor, Internet Government Solutions (IGS), has developed an online EBO Training Module that is available to contractors and sub-contractors. This module is a self-tutorial which allows all users in the company to access the training, complete the tutorial, and become certified as EBO users for a one time fee of \$75.00. This is the only cost to contractors and sub-contractors associated with the EBO software system. The online EBO Training Module can be accessed at www.ebotraining.com. Click the "Register My Company" button on the login page to begin your training registration. Questions regarding EBO online training should be directed to Gerry Anguilano, IGS at (440) 238-1684.

MassDOT will track contractors and sub-contractors who have successfully completed the on-line training module. All persons performing civil rights program and/or certified payroll functions should be EBO certified.

Vetting of Firms and Designated Firm Individuals

Contractors must authorize a Primary Log-In ID Holder who has completed EBO on-line training to have access to the EBO system by completing and submitting the "Request For EBO System Log-In/Password Form" located on the MassDOT website at: <https://www.mass.gov/how-to/how-to-get-an-ebo-login>. Contractors must also agree to comply with the EBO system user agreement located on the MassDOT website.

All subcontracts entered into on a project must include language that identifies the submission and training requirements that the sub-contractor must perform. Sub-contractors will be approved by the respective District Office of MassDOT through the existing approval process. When new sub-contractors, who have not previously worked for MassDOT, are initially selected by a general contractor, the new sub-contractor must be approved by the District before taking the EBO on-line training module.

Interim Reporting Requirements

Until MassDOT is satisfied that the EBO system is fully operational and functioning as designed, contractors and sub-contractors will be required to submit certified payrolls manually. There will be a transition period where dual reporting, through manual and electronic submission, will be required. MassDOT, however, will notify contractors and sub-contractors when they may cease manual submission of certified payrolls.

*** END OF DOCUMENT ***

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT 00859

CONTRACTOR/SUBCONTRACTOR CERTIFICATION FORM ‡*The contractor shall submit this completed document 00859 to MassDOT for each subcontract.*_____
(Contractor) Date: __________
(Subcontractor) ☐ District Approved SubcontractorContract No: 132694 Project No. 614132 Federal Aid No.: NFALocation: DISTRICT 2Project Description: Scheduled and Emergency Drainage Repairs and Improvements at Various Locations

PART 1 CONTRACTOR CERTIFICATION: I hereby certify, as an authorized official of this company, that to the best of my knowledge, information and belief, the company is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices, that the company will not discriminate in their employment practices, that the company will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained in Contract Document 00820 The Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program, and that the company will comply with the special provisions and documentation indicated below (as checked).

I further hereby certify, as an authorized official of this company, that the special provisions and documentation indicated below (as checked) have been or are included in, and made part of, the Subcontractor Agreement entered into with the firm named above.

☐ **This is not a Federally-aided construction project****Document #**

- ☐ 00718 – Participation By Minority Or Women's Business Enterprises and SDVOBE†
- ☐ 00761 – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ 00820 – MA Supplemental Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program
- ☐ 00821 – Electronic Reporting Requirements, Civil Rights Programs, and Certified Payroll
- ☐ 00859 – Contractor/Subcontractor Certification Form (this document)
- ☐ 00860 – MA Employment Laws
- ☐ 00861 – Applicable State Wage Rates in the Contract Proposal**
- ☐ B00842 – MA Schedule of Participation By Minority or Women Business Enterprises (M/WBEs)†
- ☐ B00843 – MA Letter of Intent – M/WBEs†
 - ** Does not apply to Material Suppliers, unless performing work on-site
 - † Applies only if Subcontractor is a M/WBE; only include these forms for the particular M/WBE Entity
- ☐ B00844 - Schedule of Participation By SDVOBE
- ☐ B00845 - Letter of Intent – SDVOBE
- ☐ B00846 – M/WBE or SDVOBE Joint Check Arrangement Approval Form
- ☐ B00847 – Joint Venture Affidavit

☐ **This is a Federally-aided construction project (Federal Aid Number is present)****Document #**

- ☐ 00719 – Special Provisions for Participation by Disadvantaged Business Enterprises†
- ☐ 00760 - Form FHWA 1273 - Required Contract Provisions for Federal-Aid Construction Contracts
- ☐ 00820 – MA Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program
- ☐ 00821 – Electronic Reporting Requirements, Civil Rights Programs and Certified Payroll
- ☐ 00859 – Contractor/Subcontractor Certification Form (this document)
- ☐ 00860 – MA Employment Laws
- ☐ 00870 – Standard Federal Equal Employment Opportunity Construction Contract Specifications Executive Order 11246, (41 CFR Parts 60-4.2 and 60-4.3 (Solicitations and Equal Opportunity Clauses)*
- ☐ 00875 – Federal Trainee Special Provisions

- ☐ B00853 – Schedule of Participation by Disadvantaged Business Enterprise†
☐ B00854 – Letter of Intent – DBEs†
☐ B00855 – DBE Joint Check Arrangement Approval Form
☐ B00856 – Joint Venture Affidavit
☐ 00861/00880 - Applicable state and federal wage rates from Contract Proposal**

*Applicable only to Contracts or Subcontracts in excess of \$10,000

**Does not apply to Material Suppliers, unless performing work on-site

† Applies only if Subcontractor is a DBE; only include these forms for the particular DBE Entity

Signed this _____ Day of _____, 20____ Under The Pains And Penalties Of Perjury.

 (Print Name and Title)

 (Authorized Signature)

PART 2

PART 2. SUBCONTRACTOR CERTIFICATION: I hereby certify, as an authorized official of this company, that the required documents in Part 1 above were physically incorporated in our Agreement/Subcontract with the Contractor and give assurance that this company will fully comply or make every good faith effort to comply with the same. I further certify that:

1. This company recognizes that if this is a Federal-Aid Project, then this Contract is covered by the equal employment opportunity laws administered and enforced by the United States Department of Labor ("USDOL"), Office of Federal Contract Compliance Programs ("OFCCP"). By signing below, we acknowledge that this company has certain reporting obligations to the OFCCP, as specified by 41 CFR Part 60-4.2.
2. This company further acknowledges that any contractor with fifty (50) or more employees on a Federal-aid Contract with a value of fifty-thousand (\$50,000) dollars or more must annually file an EEO-1 Report (SF 100) to the EEOC, Joint Reporting Committee, on or before September 30th, each year, as specified by 41 CFR Part 60-1.7a.
3. For more information regarding the federal reporting requirements, please contact the USDOL, OFCCP Regional Office, at 1-646-264-3170 or EEO-1, Joint Reporting Committee at 1-866-286-6440.
4. This company ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clauses set forth in 41 CFR Part 60-4 and Executive Order 11246, and where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs or the EEO Commission all reports due under the applicable filing requirements.
5. This company is in full compliance with applicable Federal and Commonwealth of Massachusetts laws, rules, and regulations and is not currently debarred or disqualified from bidding on or participating in construction contracts in any jurisdiction of the United States. See : <https://www.mass.gov/service-details/contractors-and-vendors-suspended-or-debarred-by-massdot>
6. This company is properly registered and in good standing with the Office of the Secretary of the Commonwealth.

Signed this _____ Day of _____, 20____, Under The Pains And Penalties Of Perjury.

Firm: _____

Address: _____

 (Print Name and Title)

Telephone Number: _____

Federal I.D. Number: _____

Estimated Start Date: _____

Estimated Completion Date: _____

Estimated Dollar Amount: _____

 (Authorized Signature)

 (Date)

DOCUMENT 00860

COMMONWEALTH OF MASSACHUSETTS PUBLIC EMPLOYMENT LAWS

Revised February 20, 2019

The Contractor's attention is directed to Massachusetts General Laws, Chapter 149, Sections 26 through 27H, and 150A. This contract is considered to fall within the ambit of that law, which provides that in general, the Prevailing Rate or Total Rate must be paid to employees working on projects funded by the Commonwealth of Massachusetts or any political subdivision including Massachusetts Department of Transportation (MassDOT).

A Federal Aid project is also subject to the Federal Minimum Wage Rate law for construction. When comparing a state minimum wage rate, monitored by the Massachusetts Attorney General, versus federal minimum wage rate, monitored by the U.S. Department of Labor Wage and Hour Division, for a particular job classification the higher wage is at all times to be paid to the affected employee.

Every contractor or subcontractor engaged in this contract to which sections twenty-seven and twenty-seven A apply will keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on this contract, and the hours worked by, and the wages paid to, each such employee, and shall furnish to the MassDOT's Resident Engineer, on a weekly basis, a copy of said record, in a form approved by MassDOT and in accordance with M.G.L. c. 149, § 27B, signed by the employer or his/her authorized agent under the penalties of perjury.

Each such contractor or subcontractor shall preserve its payroll records for a period of three years from the date of completion of the contract.

The Prevailing Wage Rate generally includes the following:

Minimum Hourly Wage + Employer Contributions to Benefit Plans = Prevailing Wage Rate or Total Rate

Any employer who does not make contributions to Benefit Plans must pay the total Prevailing Wage Rate directly to the employee.

Any deduction from the Prevailing Wage Rate or Total Rate for contributions to benefit plans can only be for a Health & Welfare, Pension, or Supplementary Unemployment plan meeting the requirements of the Employee Retirement Income Security Act (ERISA) of 1974. The maximum allowable deduction for these benefits from the prevailing wage rate cannot be greater than the amount allowed by Executive Office of Labor (EOL) for the specified benefits. Any additional expense of providing benefits to the employees is to be borne by the employer and cannot be deducted from the Minimum Hourly Wage. If the employer's benefit expense is less than that so provided by EOL the difference will be paid directly to the employee. The rate established must be paid to all employees who perform work on the project.

When an employer makes deductions from the Minimum Hourly Wage for an employee's contribution to social security, state taxes, federal taxes, and/or other contribution programs, allowed by law, the employer shall furnish each employee a suitable pay slip, check stub or envelope notifying the employee of the amount of the deductions.

No contractor or subcontractor contracting for any part of the contract week shall require or permit any laborer or mechanic to be employed on such work in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

Apprentice Rates are permitted only when there is an Apprentice Agreement registered with the Massachusetts Division of Apprentice Training in accordance with M.G.L. c. 23, § 11E-11L.

The Prevailing Wage Rates issued for each project shall be the rates paid for the entire project. The Prevailing Wage Rates must be posted on the job site at all times and be visible from a public way.

In addition, each such contractor and subcontractor shall furnish to the MassDOT's Resident Engineer, within fifteen days after completion of its portion of the work, a statement, executed by the contractor or subcontractor or by any authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

Date: _____

I, _____ do hereby state:
(Name of signatory party) (Title)

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

(Contractor or Subcontractor)

on the _____
(MassDOT Project Location and Contract Number)

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

Signature _____

Title _____

The above-mentioned copies of payroll records and statements of compliance shall be available for inspection by any interested party filing a written request to the MassDOT's Resident Engineer for such inspection and copying.

Massachusetts General Laws c. 149, §27, requires annual updates to prevailing wage schedules for all public construction contracts lasting longer than one year. MassDOT will request the required updates and furnish them to the Contractor. The Contractor is required to pay no less than the wage rates indicated on the annual updated wage schedules.

MassDOT will request the updates no later than two weeks before the anniversary of the Notice to Proceed date of the contract to allow for adequate processing by the Department of Labor Standards (DLS). The effective date for the new rates will be the anniversary date of the contract (i.e. the notice to proceed date), regardless of the date of issuance on the schedule from DLS.

All bidders are cautioned that the aforementioned laws require that employers pay to covered employees no less than the applicable minimum wages. In addition, the same laws require that the applicable prevailing wages become incorporated as part of this contract. The prevailing minimum wage law establishes serious civil and criminal penalties for violations, including imprisonment and exclusion from future public contracts. Bidders are cautioned to carefully read the relevant sections of the Massachusetts General Laws.

*** END OF DOCUMENT ***

DOCUMENT 00861

STATE PREVAILING WAGE RATES

*** THIS PAGE INTENTIONALLY LEFT BLANK ***



**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:	MassDOT Highway	City/Town:	SPRINGFIELD
Contract Number:	132694		
Description of Work:	DISTRICT 2 – Scheduled and Emergency Drainage Repairs and Improvements at Various Locations (614132) \$2,229,000.00		
Job Location:	DISTRICT 2 - at Various Locations		

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	6/2/2025	\$37.00	\$9.90	\$9.25	\$8.32	\$0.00	\$64.47
LABORERS	12/1/2025	\$38.25	\$9.90	\$9.25	\$8.32	\$0.00	\$65.72
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.55	\$9.90	\$9.25	\$8.32	\$0.00	\$67.02
	12/7/2026	\$40.85	\$9.90	\$9.25	\$8.32	\$0.00	\$68.32
	6/7/2027	\$42.25	\$9.90	\$9.25	\$8.32	\$0.00	\$69.72
	12/6/2027	\$43.65	\$9.90	\$9.25	\$8.32	\$0.00	\$71.12
	6/5/2028	\$45.15	\$9.90	\$9.25	\$8.32	\$0.00	\$72.62
	12/4/2028	\$46.65	\$9.90	\$9.25	\$8.32	\$0.00	\$74.12
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$37.00	\$9.90	\$9.25	\$6.31	\$0.00	\$62.46
LABORERS	12/1/2025	\$38.24	\$9.90	\$9.25	\$6.31	\$0.00	\$63.70
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.54	\$9.90	\$9.25	\$6.31	\$0.00	\$65.00
	12/1/2026	\$40.83	\$9.90	\$9.25	\$6.31	\$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	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS - ZONE 3 (BUILDING & SITE)	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
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	6/2/2025	\$37.00	\$9.90	\$9.25	\$8.32	\$0.00	\$64.47
LABORERS - ZONE 3 (BUILDING & SITE)	12/1/2025	\$38.25	\$9.90	\$9.25	\$8.32	\$0.00	\$65.72
	6/1/2026	\$39.55	\$9.90	\$9.25	\$8.32	\$0.00	\$67.02
	12/7/2026	\$40.85	\$9.90	\$9.25	\$8.32	\$0.00	\$68.32
	6/7/2027	\$42.25	\$9.90	\$9.25	\$8.32	\$0.00	\$69.72
	12/6/2027	\$43.65	\$9.90	\$9.25	\$8.32	\$0.00	\$71.12
	6/5/2028	\$45.15	\$9.90	\$9.25	\$8.32	\$0.00	\$72.62
	12/4/2028	\$46.65	\$9.90	\$9.25	\$8.32	\$0.00	\$74.12
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$37.00	\$9.90	\$9.25	\$6.31	\$0.00	\$62.46
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2025	\$38.24	\$9.90	\$9.25	\$6.31	\$0.00	\$63.70
	6/1/2026	\$39.54	\$9.90	\$9.25	\$6.31	\$0.00	\$65.00
	12/1/2026	\$40.83	\$9.90	\$9.25	\$6.31	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

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

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

Apprentice to Journeyworker Ratio: 1:4

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

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)**Effective Date: 2/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.86	\$11.49	\$15.57	\$5.89	\$0.00	\$61.81
2	60.00	\$34.63	\$11.49	\$15.57	\$5.89	\$0.00	\$67.58
3	70.00	\$40.40	\$11.49	\$15.57	\$5.89	\$0.00	\$73.35
4	80.00	\$46.17	\$11.49	\$15.57	\$5.89	\$0.00	\$79.12
5	90.00	\$51.94	\$11.49	\$15.57	\$5.89	\$0.00	\$84.89

Apprentice to Journeyworker Ratio: 1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL	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"							
CAISSON & UNDERPINNING BOTTOM MAN	6/1/2025	\$48.85	\$9.90	\$9.25	\$9.80	\$0.00	\$77.80
LABORERS	12/1/2025	\$50.35	\$9.90	\$9.25	\$9.80	\$0.00	\$79.30
LABORERS - FOUNDATION AND MARINE	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	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"							
CAISSON & UNDERPINNING TOP MAN	6/1/2025	\$48.03	\$9.90	\$9.25	\$9.80	\$0.00	\$76.98
LABORERS	12/1/2025	\$49.53	\$9.90	\$9.25	\$9.80	\$0.00	\$78.48
LABORERS - FOUNDATION AND MARINE	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	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	9/1/2025	\$43.54	\$8.56	\$11.25	\$6.90	\$0.00	\$70.25
CARPENTERS	3/1/2026	\$44.44	\$8.56	\$11.25	\$6.90	\$0.00	\$71.15
CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE	9/1/2026	\$45.39	\$8.56	\$11.25	\$6.90	\$0.00	\$72.10
FRANKLIN	3/1/2027	\$46.29	\$8.56	\$11.25	\$6.90	\$0.00	\$73.00

Apprentice: CARPENTER							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.59	\$8.56	\$0.00	\$1.38	\$0.00	\$29.53
2	45.00	\$19.59	\$8.56	\$0.00	\$1.38	\$0.00	\$29.53
3	55.00	\$23.95	\$8.56	\$0.00	\$2.76	\$0.00	\$35.27
4	55.00	\$23.95	\$8.56	\$0.00	\$2.76	\$0.00	\$35.27
5	70.00	\$30.48	\$8.56	\$11.25	\$4.14	\$0.00	\$54.43
6	70.00	\$30.48	\$8.56	\$11.25	\$4.14	\$0.00	\$54.43
7	80.00	\$34.83	\$8.56	\$11.25	\$5.52	\$0.00	\$60.16
8	80.00	\$34.83	\$8.56	\$11.25	\$5.52	\$0.00	\$60.16

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CARPENTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$20.00	\$8.56	\$0.00	\$1.38	\$0.00	\$29.94
2	45.00	\$20.00	\$0.65	\$0.00	\$1.38	\$0.00	\$22.03
3	55.00	\$24.44	\$8.56	\$0.00	\$2.76	\$0.00	\$35.76
4	55.00	\$24.44	\$8.56	\$0.00	\$2.76	\$0.00	\$35.76
5	70.00	\$31.11	\$8.56	\$11.25	\$4.14	\$0.00	\$55.06
6	70.00	\$31.11	\$8.56	\$11.25	\$4.14	\$0.00	\$55.06
7	80.00	\$35.55	\$8.56	\$11.25	\$5.52	\$0.00	\$60.88
8	80.00	\$35.55	\$8.56	\$11.25	\$5.52	\$0.00	\$60.88

Apprentice to Journeyworker Ratio: 1:5

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

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.65	\$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

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$17.31	\$7.02	\$0.00	\$0.00	\$0.00	\$24.33
2	60.00	\$17.31	\$7.02	\$0.00	\$0.00	\$0.00	\$24.33
3	65.00	\$18.75	\$7.02	\$0.00	\$1.00	\$0.00	\$26.77
4	70.00	\$20.20	\$7.02	\$0.00	\$1.00	\$0.00	\$28.22
5	75.00	\$21.64	\$7.02	\$3.80	\$1.00	\$0.00	\$33.46
6	80.00	\$23.08	\$7.02	\$3.80	\$1.00	\$0.00	\$34.90
7	85.00	\$24.52	\$7.02	\$3.80	\$1.00	\$0.00	\$36.34
8	90.00	\$25.97	\$7.02	\$3.80	\$1.00	\$0.00	\$37.79

Apprentice to Journeyworker Ratio: 1:5

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	7/1/2024	\$44.56	\$13.20	\$16.30	\$2.93	\$1.69	\$78.68

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

Apprentice to Journeyworker Ratio: 1:3

CHAIN SAW OPERATOR	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

COMPRESSOR OPERATOR	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"

CRANE OPERATOR	12/1/2023	\$43.06	\$13.78	\$12.15	\$3.00	\$0.00	\$71.99
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	7/1/2025	\$58.51	\$10.30	\$11.95	\$12.50	\$0.00	\$93.26
PAINTERS LOCAL 35	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: DELEADER (BRIDGE)**Effective Date: 7/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.26	\$10.30	\$0.00	\$0.00	\$0.00	\$39.56
2	55.00	\$32.18	\$10.30	\$0.00	\$6.88	\$0.00	\$49.36
3	60.00	\$35.11	\$10.30	\$0.00	\$7.50	\$0.00	\$52.91

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: DELEADER (BRIDGE)							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	65.00	\$38.03	\$10.30	\$0.00	\$8.13	\$0.00	\$56.46
5	70.00	\$40.96	\$10.30	\$11.95	\$8.75	\$0.00	\$71.96
6	75.00	\$43.88	\$10.30	\$11.95	\$9.38	\$0.00	\$75.51
7	80.00	\$46.81	\$10.30	\$11.95	\$10.00	\$0.00	\$79.06
8	90.00	\$52.66	\$10.30	\$11.95	\$11.25	\$0.00	\$86.16
Apprentice: DELEADER (BRIDGE)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29
Apprentice to Journeyworker Ratio: 1:1							
DEMO: ADZEMAN	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
LABORERS	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 3 (BUILDING & SITE)	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	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55
LABORERS	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 3 (BUILDING & SITE)	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	6/2/2025	\$49.25	\$9.65	\$9.00	\$9.40	\$0.00	\$77.30
LABORERS	12/1/2025	\$50.75	\$9.65	\$9.00	\$9.40	\$0.00	\$78.80
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$52.30	\$9.65	\$9.00	\$9.40	\$0.00	\$80.35

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/7/2026	\$53.80	\$9.65	\$9.00	\$9.40	\$0.00	\$81.85
	6/7/2027	\$55.40	\$9.65	\$9.00	\$9.40	\$0.00	\$83.45
	12/6/2027	\$57.00	\$9.65	\$9.00	\$9.40	\$0.00	\$85.05
	6/5/2028	\$58.68	\$9.65	\$9.00	\$9.40	\$0.00	\$86.73
	12/4/2028	\$60.35	\$9.65	\$9.00	\$9.40	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55
LABORERS	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 3 (BUILDING & SITE)	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	6/2/2025	\$49.25	\$9.65	\$9.00	\$9.40	\$0.00	\$77.30
LABORERS	12/1/2025	\$50.75	\$9.65	\$9.00	\$9.40	\$0.00	\$78.80
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$52.30	\$9.65	\$9.00	\$9.40	\$0.00	\$80.35
	12/7/2026	\$53.80	\$9.65	\$9.00	\$9.40	\$0.00	\$81.85
	6/7/2027	\$55.40	\$9.65	\$9.00	\$9.40	\$0.00	\$83.45
	12/6/2027	\$57.00	\$9.65	\$9.00	\$9.40	\$0.00	\$85.05
	6/5/2028	\$58.68	\$9.65	\$9.00	\$9.40	\$0.00	\$86.73
	12/4/2028	\$60.35	\$9.65	\$9.00	\$9.40	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
LABORERS	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 3 (BUILDING & SITE)	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	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							

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	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)							

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)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							

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)	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
ELECTRICIANS LOCAL 7	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: 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

Apprentice: ELECTRICIAN (Including Core Drilling)**Effective Date: 12/28/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.30	\$7.65	\$0.63	\$0.00	\$0.00	\$29.58
2	45.00	\$23.97	\$7.65	\$0.70	\$0.00	\$0.00	\$32.32
3	50.00	\$26.63	\$13.75	\$7.53	\$0.00	\$0.00	\$47.91
4	55.00	\$29.29	\$13.75	\$7.61	\$0.00	\$0.00	\$50.65
5	65.00	\$34.62	\$13.75	\$9.84	\$0.00	\$0.00	\$58.21
6	70.00	\$37.28	\$13.75	\$11.30	\$0.00	\$0.00	\$62.33

Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2025	\$66.41	\$16.28	\$10.96	\$10.40	\$0.00	\$104.05
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$69.23	\$16.38	\$11.06	\$10.70	\$0.00	\$107.37
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$72.23	\$16.48	\$11.16	\$11.00	\$0.00	\$110.87

Apprentice: ELEVATOR CONSTRUCTOR**Effective Date: 1/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.21	\$16.28	\$0.00	\$0.00	\$0.00	\$49.49

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	55.00	\$36.53	\$16.28	\$10.96	\$10.40	\$0.00	\$74.17
3	65.00	\$43.17	\$16.28	\$10.96	\$10.40	\$0.00	\$80.81
4	70.00	\$46.49	\$16.28	\$10.96	\$10.40	\$0.00	\$84.13
5	80.00	\$53.13	\$16.28	\$10.96	\$10.40	\$0.00	\$90.77
Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.62	\$16.38	\$0.00	\$0.00	\$0.00	\$51.00
2	55.00	\$38.08	\$16.38	\$11.06	\$10.70	\$0.00	\$76.22
3	65.00	\$45.00	\$16.38	\$11.06	\$10.70	\$0.00	\$83.14
4	70.00	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
5	80.00	\$55.38	\$16.38	\$11.06	\$10.70	\$0.00	\$93.52
Apprentice to Journeyworker Ratio: 1:1							
ELEVATOR CONSTRUCTOR HELPER	1/1/2025	\$46.49	\$16.28	\$10.96	\$10.40	\$0.00	\$84.13
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
LABORERS	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	6/1/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$0.00	\$27.74
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	6/1/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$0.00	\$30.23
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	6/1/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$0.00	\$31.23
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
FIRE ALARM INSTALLER	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
ELECTRICIANS LOCAL 7	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"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87
/ COMMISSIONING	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	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

Apprentice to Journeyworker Ratio: 1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2025	\$28.09	\$9.90	\$9.25	\$6.31	\$0.00	\$53.55
LABORERS	12/1/2025	\$28.09	\$9.90	\$9.25	\$6.31	\$0.00	\$53.55
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$9.90	\$9.25	\$6.31	\$0.00	\$54.67
	12/1/2026	\$29.21	\$9.90	\$9.25	\$6.31	\$0.00	\$54.67

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

FLOORCOVERER	9/1/2025	\$43.44	\$8.56	\$11.25	\$6.90	\$0.00	\$70.15
FLOORCOVERERS LOCAL 2168	3/1/2026	\$44.34	\$8.56	\$11.25	\$6.90	\$0.00	\$71.05
FLOORCOVERERS LOCAL 2168 ZONE III	9/1/2026	\$45.29	\$8.56	\$11.25	\$6.90	\$0.00	\$72.00
	3/1/2027	\$46.19	\$8.56	\$11.25	\$6.90	\$0.00	\$72.90

Apprentice: FLOORCOVERER

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.55	\$8.56	\$0.00	\$1.38	\$0.00	\$29.49
2	45.00	\$19.55	\$8.56	\$0.00	\$1.38	\$0.00	\$29.49
3	55.00	\$23.89	\$8.56	\$0.00	\$2.76	\$0.00	\$35.21
4	55.00	\$23.89	\$8.56	\$0.00	\$2.76	\$0.00	\$35.21
5	70.00	\$30.41	\$8.56	\$11.25	\$4.14	\$0.00	\$54.36
6	70.00	\$30.41	\$8.56	\$11.25	\$4.14	\$0.00	\$54.36
7	80.00	\$34.75	\$8.56	\$11.25	\$5.52	\$0.00	\$60.08
8	80.00	\$34.75	\$8.56	\$11.25	\$5.52	\$0.00	\$60.08

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: FLOORCOVERER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.95	\$8.56	\$0.00	\$1.38	\$0.00	\$29.89
2	45.00	\$19.95	\$8.56	\$0.00	\$1.38	\$0.00	\$29.89
3	55.00	\$24.39	\$8.56	\$0.00	\$2.76	\$0.00	\$35.71
4	55.00	\$24.39	\$8.56	\$0.00	\$2.76	\$0.00	\$35.71
5	70.00	\$31.04	\$8.56	\$11.25	\$4.14	\$0.00	\$54.99
6	70.00	\$31.04	\$8.56	\$11.25	\$4.14	\$0.00	\$54.99
7	80.00	\$35.47	\$8.56	\$11.25	\$5.52	\$0.00	\$60.80
8	80.00	\$35.47	\$8.56	\$11.25	\$5.52	\$0.00	\$60.80

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

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)	6/1/2025	\$43.13	\$10.80	\$8.25	\$5.50	\$0.00	\$67.68
GLAZIERS LOCAL 1333	6/1/2026	\$44.73	\$11.20	\$8.40	\$6.05	\$0.00	\$70.38
GLAZIERS LOCAL 1333	6/1/2027	\$46.73	\$11.60	\$8.55	\$6.60	\$0.00	\$73.48
	6/1/2028	\$48.73	\$12.00	\$8.70	\$7.20	\$0.00	\$76.63

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$21.57	\$10.80	\$8.25	\$5.50	\$0.00	\$46.12
2	56.25	\$24.26	\$10.80	\$8.25	\$5.50	\$0.00	\$48.81
3	62.50	\$26.96	\$10.80	\$8.25	\$5.50	\$0.00	\$51.51
4	68.75	\$29.65	\$10.80	\$8.25	\$5.50	\$0.00	\$54.20
5	75.00	\$32.35	\$10.80	\$8.25	\$5.50	\$0.00	\$56.90
6	81.25	\$35.04	\$10.80	\$8.25	\$5.50	\$0.00	\$59.59
7	87.50	\$37.74	\$10.80	\$8.25	\$5.50	\$0.00	\$62.29
8	93.75	\$40.43	\$10.80	\$8.25	\$5.50	\$0.00	\$64.98

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.37	\$11.20	\$8.40	\$6.05	\$0.00	\$48.02
2	56.25	\$25.16	\$11.20	\$8.40	\$6.05	\$0.00	\$50.81
3	62.50	\$27.96	\$11.20	\$8.40	\$6.05	\$0.00	\$53.61
4	68.75	\$30.75	\$11.20	\$8.40	\$6.05	\$0.00	\$56.40
5	75.00	\$33.55	\$11.20	\$8.40	\$6.05	\$0.00	\$59.20
6	81.25	\$36.34	\$11.20	\$8.40	\$6.05	\$0.00	\$61.99
7	87.50	\$39.14	\$11.20	\$8.40	\$6.05	\$0.00	\$64.79
8	93.75	\$41.93	\$11.20	\$8.40	\$6.05	\$0.00	\$67.58
Apprentice to Journeyworker Ratio: 3:1							
GRADER/TRENCHING MACHINE/DERRICK 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"							
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 7 ELECTRICIANS LOCAL 7	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87
	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) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 104 PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2025	\$53.01	\$10.31	\$10.85	\$7.10	\$0.00	\$81.27
	3/17/2026	\$55.01	\$10.31	\$10.85	\$7.10	\$0.00	\$83.27
	9/17/2026	\$57.01	\$10.31	\$10.85	\$7.10	\$0.00	\$85.27
	3/17/2027	\$59.01	\$10.31	\$10.85	\$7.10	\$0.00	\$87.27
	9/17/2027	\$61.01	\$10.31	\$10.85	\$7.10	\$0.00	\$89.27
	3/17/2028	\$63.01	\$10.31	\$10.85	\$7.10	\$0.00	\$91.27
	9/17/2028	\$65.01	\$10.31	\$10.85	\$7.10	\$0.00	\$93.27
	3/17/2029	\$67.01	\$10.31	\$10.85	\$7.10	\$0.00	\$95.27
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC MECHANIC	9/17/2025	\$53.01	\$10.35	\$10.85	\$7.10	\$0.00	\$81.31
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$55.01	\$10.35	\$10.85	\$7.10	\$0.00	\$83.31
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$57.01	\$10.35	\$10.85	\$7.10	\$0.00	\$85.31
	3/17/2027	\$59.01	\$10.35	\$10.85	\$7.10	\$0.00	\$87.31
	9/17/2027	\$61.01	\$10.35	\$10.85	\$7.10	\$0.00	\$89.31
	3/17/2028	\$63.01	\$10.35	\$10.85	\$7.10	\$0.00	\$91.31
	9/17/2028	\$65.01	\$10.35	\$10.85	\$7.10	\$0.00	\$93.31
	3/17/2029	\$67.01	\$10.35	\$10.85	\$7.10	\$0.00	\$95.31
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY)	6/1/2025	\$37.00	\$9.90	\$9.25	\$6.31	\$0.00	\$62.46
LABORERS	12/1/2025	\$38.24	\$9.90	\$9.25	\$6.31	\$0.00	\$63.70
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.54	\$9.90	\$9.25	\$6.31	\$0.00	\$65.00
	12/1/2026	\$40.83	\$9.90	\$9.25	\$6.31	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS)	9/1/2025	\$48.27	\$14.75	\$9.52	\$10.09	\$0.00	\$82.63
HEAT & FROST INSULATORS LOCAL 6	9/1/2026	\$51.01	\$14.75	\$9.52	\$10.09	\$0.00	\$85.37
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)							

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

Apprentice: INSULATOR (PIPES & TANKS)**Effective Date: 9/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.51	\$14.75	\$9.27	\$5.05	\$0.00	\$54.58
2	60.00	\$30.61	\$14.75	\$9.32	\$6.05	\$0.00	\$60.73
3	70.00	\$35.71	\$14.75	\$9.37	\$7.06	\$0.00	\$66.89
4	80.00	\$40.81	\$14.75	\$9.42	\$8.07	\$0.00	\$73.05

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER	3/16/2024	\$40.66	\$8.25	\$12.70	\$10.00	\$0.00	\$71.61
IRONWORKERS LOCAL 7							
IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)							

Apprentice: IRONWORKER/WELDER**Effective Date: 3/16/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: IRONWORKER/WELDER							
Effective Date: 3/16/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.40	\$8.25	\$12.70	\$10.00	\$0.00	\$55.35
2	70.00	\$28.46	\$8.25	\$12.70	\$10.00	\$0.00	\$59.41
3	75.00	\$30.50	\$8.25	\$12.70	\$10.00	\$0.00	\$61.45
4	80.00	\$32.53	\$8.25	\$12.70	\$10.00	\$0.00	\$63.48
5	85.00	\$34.56	\$8.25	\$12.70	\$10.00	\$0.00	\$65.51
6	90.00	\$36.59	\$8.25	\$12.70	\$10.00	\$0.00	\$67.54

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

LABORER	6/2/2025	\$36.75	\$9.90	\$9.25	\$8.32	\$0.00	\$64.22
LABORERS	12/1/2025	\$38.00	\$9.90	\$9.25	\$8.32	\$0.00	\$65.47
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.30	\$9.90	\$9.25	\$8.32	\$0.00	\$66.77
	12/7/2026	\$40.60	\$9.90	\$9.25	\$8.32	\$0.00	\$68.07
	6/7/2027	\$42.00	\$9.90	\$9.25	\$8.32	\$0.00	\$69.47
	12/6/2027	\$43.40	\$9.90	\$9.25	\$8.32	\$0.00	\$70.87
	6/5/2028	\$44.90	\$9.90	\$9.25	\$8.32	\$0.00	\$72.37
	12/4/2028	\$46.40	\$9.90	\$9.25	\$8.32	\$0.00	\$73.87

Apprentice: LABORER							
Effective Date: 6/2/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.05	\$9.90	\$9.25	\$8.32	\$0.00	\$49.52
2	70.00	\$25.73	\$9.90	\$9.25	\$8.32	\$0.00	\$53.20
3	80.00	\$29.40	\$9.90	\$9.25	\$8.32	\$0.00	\$56.87
4	90.00	\$33.08	\$9.90	\$9.25	\$8.32	\$0.00	\$60.55

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.80	\$9.90	\$9.25	\$8.32	\$0.00	\$50.27

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	70.00	\$26.60	\$9.90	\$9.25	\$8.32	\$0.00	\$54.07
3	80.00	\$30.40	\$9.90	\$9.25	\$8.32	\$0.00	\$57.87
4	90.00	\$34.20	\$9.90	\$9.25	\$8.32	\$0.00	\$61.67
Apprentice to Journeyworker Ratio: 1:5							
LABORER (HEAVY & HIGHWAY)	6/1/2025	\$36.25	\$9.90	\$9.25	\$6.31	\$0.00	\$61.71
LABORERS	12/1/2025	\$37.49	\$9.90	\$9.25	\$6.31	\$0.00	\$62.95
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$38.79	\$9.90	\$9.25	\$6.31	\$0.00	\$64.25
	12/1/2026	\$40.08	\$9.90	\$9.25	\$6.31	\$0.00	\$65.54
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$21.75	\$9.90	\$9.25	\$6.31	\$0.00	\$47.21
2	70.00	\$25.38	\$9.90	\$9.25	\$6.31	\$0.00	\$50.84
3	80.00	\$29.00	\$9.90	\$9.25	\$6.31	\$0.00	\$54.46
4	90.00	\$32.63	\$9.90	\$9.25	\$6.31	\$0.00	\$58.09
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.49	\$9.90	\$9.25	\$6.31	\$0.00	\$47.95
2	70.00	\$26.24	\$9.90	\$9.25	\$6.31	\$0.00	\$51.70
3	80.00	\$29.99	\$9.90	\$9.25	\$6.31	\$0.00	\$55.45
4	90.00	\$33.74	\$9.90	\$9.25	\$6.31	\$0.00	\$59.20
Apprentice to Journeyworker Ratio: 1:5							
LABORER: CARPENTER TENDER	6/2/2025	\$36.75	\$9.90	\$9.25	\$8.32	\$0.00	\$64.22
LABORERS	12/1/2025	\$38.00	\$9.90	\$9.25	\$8.32	\$0.00	\$65.47
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.30	\$9.90	\$9.25	\$8.32	\$0.00	\$66.77
	12/7/2026	\$40.60	\$9.90	\$9.25	\$8.32	\$0.00	\$68.07
	6/7/2027	\$42.00	\$9.90	\$9.25	\$8.32	\$0.00	\$69.47
	12/6/2027	\$43.40	\$9.90	\$9.25	\$8.32	\$0.00	\$70.87
	6/5/2028	\$44.90	\$9.90	\$9.25	\$8.32	\$0.00	\$72.37
	12/4/2028	\$46.40	\$9.90	\$9.25	\$8.32	\$0.00	\$73.87
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER	6/2/2025	\$36.25	\$9.90	\$9.25	\$8.32	\$0.00	\$63.72
LABORERS	12/1/2025	\$37.50	\$9.90	\$9.25	\$8.32	\$0.00	\$64.97

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$38.80	\$9.90	\$9.25	\$8.32	\$0.00	\$66.27
	12/7/2026	\$40.10	\$9.90	\$9.25	\$8.32	\$0.00	\$67.57
	6/7/2027	\$41.50	\$9.90	\$9.25	\$8.32	\$0.00	\$68.97
	12/6/2027	\$42.90	\$9.90	\$9.25	\$8.32	\$0.00	\$70.37
	6/5/2028	\$44.40	\$9.90	\$9.25	\$8.32	\$0.00	\$71.87
	12/4/2028	\$45.90	\$9.90	\$9.25	\$8.32	\$0.00	\$73.37
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS LABORERS - ZONE 3 (BUILDING & SITE)	6/2/2025	\$36.17	\$9.90	\$9.25	\$8.45	\$0.00	\$63.77
	12/1/2025	\$37.42	\$9.90	\$9.25	\$8.45	\$0.00	\$65.02
	6/1/2026	\$38.72	\$9.90	\$9.25	\$8.45	\$0.00	\$66.32
	12/7/2026	\$40.02	\$9.90	\$9.25	\$8.45	\$0.00	\$67.62
	6/7/2027	\$41.42	\$9.90	\$9.25	\$8.45	\$0.00	\$69.02
	12/6/2027	\$42.82	\$9.90	\$9.25	\$8.45	\$0.00	\$70.42
	6/5/2028	\$44.32	\$9.90	\$9.25	\$8.45	\$0.00	\$71.92
	12/4/2028	\$45.82	\$9.90	\$9.25	\$8.45	\$0.00	\$73.42
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER LABORERS LABORERS - ZONE 3 (BUILDING & SITE)	6/2/2025	\$39.25	\$9.90	\$9.25	\$8.32	\$0.00	\$66.72
	12/1/2025	\$40.50	\$9.90	\$9.25	\$8.32	\$0.00	\$67.97
	6/1/2026	\$41.80	\$9.90	\$9.25	\$8.32	\$0.00	\$69.27
	12/7/2026	\$43.10	\$9.90	\$9.25	\$8.32	\$0.00	\$70.57
	6/7/2027	\$44.50	\$9.90	\$9.25	\$8.32	\$0.00	\$71.97
	12/6/2027	\$45.90	\$9.90	\$9.25	\$8.32	\$0.00	\$73.37
	6/5/2028	\$47.40	\$9.90	\$9.25	\$8.32	\$0.00	\$74.87
	12/4/2028	\$48.90	\$9.90	\$9.25	\$8.32	\$0.00	\$76.37
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER LABORERS LABORERS - ZONE 3 (BUILDING & SITE)	6/2/2025	\$36.75	\$9.90	\$9.25	\$8.32	\$0.00	\$64.22
	12/1/2025	\$38.00	\$9.90	\$9.25	\$8.32	\$0.00	\$65.47
	6/1/2026	\$39.30	\$9.90	\$9.25	\$8.32	\$0.00	\$66.77
	12/7/2026	\$40.60	\$9.90	\$9.25	\$8.32	\$0.00	\$68.07
	6/7/2027	\$42.00	\$9.90	\$9.25	\$8.32	\$0.00	\$69.47
	12/6/2027	\$43.40	\$9.90	\$9.25	\$8.32	\$0.00	\$70.87
	6/5/2028	\$44.90	\$9.90	\$9.25	\$8.32	\$0.00	\$72.37
	12/4/2028	\$46.40	\$9.90	\$9.25	\$8.32	\$0.00	\$73.87
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER LABORERS LABORERS - ZONE 3 (BUILDING & SITE)	6/2/2025	\$36.75	\$9.90	\$9.25	\$8.32	\$0.00	\$64.22
	12/1/2025	\$38.00	\$9.90	\$9.25	\$8.32	\$0.00	\$65.47
	6/1/2026	\$39.30	\$9.90	\$9.25	\$8.32	\$0.00	\$66.77
	12/7/2026	\$40.60	\$9.90	\$9.25	\$8.32	\$0.00	\$68.07
	6/7/2027	\$42.00	\$9.90	\$9.25	\$8.32	\$0.00	\$69.47
	12/6/2027	\$43.40	\$9.90	\$9.25	\$8.32	\$0.00	\$70.87
	6/5/2028	\$44.90	\$9.90	\$9.25	\$8.32	\$0.00	\$72.37

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/4/2028	\$46.40	\$9.90	\$9.25	\$8.32	\$0.00	\$73.87
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
LABORERS	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
MARBLE & TILE FINISHERS	8/1/2025	\$45.56	\$11.49	\$15.10	\$5.68	\$0.00	\$77.83
BRICKLAYERS LOCAL 3	2/1/2026	\$46.64	\$11.49	\$15.10	\$5.68	\$0.00	\$78.91
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	8/1/2026	\$48.40	\$11.49	\$15.10	\$5.68	\$0.00	\$80.67
	2/1/2027	\$49.52	\$11.49	\$15.10	\$5.68	\$0.00	\$81.79

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 8/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.78	\$11.49	\$15.10	\$5.68	\$0.00	\$55.05
2	60.00	\$27.34	\$11.49	\$15.10	\$5.68	\$0.00	\$59.61
3	70.00	\$31.89	\$11.49	\$15.10	\$5.68	\$0.00	\$64.16
4	80.00	\$36.45	\$11.49	\$15.10	\$5.68	\$0.00	\$68.72
5	90.00	\$41.00	\$11.49	\$15.10	\$5.68	\$0.00	\$73.27

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.32	\$11.49	\$15.10	\$5.68	\$0.00	\$55.59
2	60.00	\$27.98	\$11.49	\$15.10	\$5.68	\$0.00	\$60.25
3	70.00	\$32.65	\$11.49	\$15.10	\$5.68	\$0.00	\$64.92
4	80.00	\$37.31	\$11.49	\$15.10	\$5.68	\$0.00	\$69.58
5	90.00	\$41.98	\$11.49	\$15.10	\$5.68	\$0.00	\$74.25

Apprentice to Journeyworker Ratio: 1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANIC/WELDER/BOOM TRUCK 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"							
MILLWRIGHT (Zone 3)	1/6/2025	\$43.42	\$10.08	\$11.47	\$9.75	\$0.00	\$74.72
MILLWRIGHTS LOCAL 1121	1/5/2026	\$45.70	\$10.08	\$11.47	\$9.75	\$0.00	\$77.00
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	\$23.88	\$10.08	\$0.00	\$5.36	\$0.00	\$39.32
2	65.00	\$28.22	\$10.08	\$0.00	\$6.34	\$0.00	\$44.64
3	75.00	\$32.57	\$10.08	\$11.47	\$7.31	\$0.00	\$61.43
4	85.00	\$36.91	\$10.08	\$11.47	\$8.29	\$0.00	\$66.75

Apprentice: MILLWRIGHT (Zone 3)**Effective Date: 1/5/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.14	\$10.08	\$0.00	\$5.36	\$0.00	\$40.58
2	65.00	\$29.71	\$10.08	\$0.00	\$6.34	\$0.00	\$46.13
3	75.00	\$34.28	\$10.08	\$11.47	\$7.31	\$0.00	\$63.14
4	85.00	\$38.85	\$10.08	\$11.47	\$8.29	\$0.00	\$68.69

Apprentice Notes

Step 1&2 Appr. indentured after 1/6/2020 receive no pension,

Apprentice to Journeyworker Ratio: 1:4

MORTAR MIXER	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62

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"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS VI OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$32.74	\$13.78	\$12.15	\$3.00	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS)	7/1/2025	\$58.51	\$10.30	\$11.95	\$12.50	\$0.00	\$93.26
PAINTERS LOCAL 35	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: PAINTER (BRIDGES/TANKS)**Effective Date: 7/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.26	\$10.30	\$0.00	\$0.00	\$0.00	\$39.56
2	55.00	\$32.18	\$10.30	\$0.00	\$6.88	\$0.00	\$49.36
3	60.00	\$35.11	\$10.30	\$0.00	\$7.50	\$0.00	\$52.91
4	65.00	\$38.03	\$10.30	\$0.00	\$8.13	\$0.00	\$56.46
5	70.00	\$40.96	\$10.30	\$11.95	\$8.75	\$0.00	\$71.96
6	75.00	\$43.88	\$10.30	\$11.95	\$9.38	\$0.00	\$75.51
7	80.00	\$46.81	\$10.30	\$11.95	\$10.00	\$0.00	\$79.06
8	90.00	\$52.66	\$10.30	\$11.95	\$11.25	\$0.00	\$86.16

Apprentice: PAINTER (BRIDGES/TANKS)**Effective Date: 1/1/2026**

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

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	7/1/2025	\$41.13	\$10.30	\$11.95	\$8.25	\$0.00	\$71.63
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	1/1/2026	\$42.03	\$10.35	\$12.00	\$8.35	\$0.00	\$72.73
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) ***Effective Date: 7/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$20.57	\$10.30	\$0.00	\$0.00	\$0.00	\$30.87

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	55.00	\$22.62	\$10.30	\$0.00	\$4.54	\$0.00	\$37.46
3	60.00	\$24.68	\$10.30	\$0.00	\$4.95	\$0.00	\$39.93
4	65.00	\$26.73	\$10.30	\$0.00	\$5.36	\$0.00	\$42.39
5	70.00	\$28.79	\$10.30	\$11.95	\$5.78	\$0.00	\$56.82
6	75.00	\$30.85	\$10.30	\$11.95	\$6.19	\$0.00	\$59.29
7	80.00	\$32.90	\$10.30	\$11.95	\$6.60	\$0.00	\$61.75
8	90.00	\$37.02	\$10.30	\$11.95	\$7.43	\$0.00	\$66.70
Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$21.02	\$10.35	\$0.00	\$0.00	\$0.00	\$31.37
2	55.00	\$23.12	\$10.35	\$0.00	\$4.59	\$0.00	\$38.06
3	60.00	\$25.22	\$10.35	\$0.00	\$5.01	\$0.00	\$40.58
4	65.00	\$27.32	\$10.35	\$0.00	\$5.43	\$0.00	\$43.10
5	70.00	\$29.42	\$10.35	\$12.00	\$5.85	\$0.00	\$57.62
6	75.00	\$31.52	\$10.35	\$12.00	\$6.26	\$0.00	\$60.13
7	80.00	\$33.62	\$10.35	\$12.00	\$6.68	\$0.00	\$62.65
8	90.00	\$37.83	\$10.35	\$12.00	\$7.52	\$0.00	\$67.70
Apprentice to Journeyworker Ratio: 1:1							
PAINTER (SPRAY OR SANDBLAST, REPAINT)	7/1/2025	\$38.45	\$10.30	\$11.95	\$8.25	\$0.00	\$68.95
PAINTERS LOCAL 35	1/1/2026	\$39.35	\$10.35	\$12.00	\$8.35	\$0.00	\$70.05
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.23	\$10.30	\$0.00	\$0.00	\$0.00	\$29.53
2	55.00	\$21.15	\$10.30	\$0.00	\$4.54	\$0.00	\$35.99
3	60.00	\$23.07	\$10.30	\$0.00	\$4.95	\$0.00	\$38.32
4	65.00	\$24.99	\$10.30	\$0.00	\$5.36	\$0.00	\$40.65
5	70.00	\$26.92	\$10.30	\$11.95	\$5.78	\$0.00	\$54.95
6	75.00	\$28.84	\$10.30	\$11.95	\$6.19	\$0.00	\$57.28
7	80.00	\$30.76	\$10.30	\$11.95	\$6.60	\$0.00	\$59.61
8	90.00	\$34.61	\$10.30	\$11.95	\$7.43	\$0.00	\$64.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.68	\$10.35	\$0.00	\$0.00	\$0.00	\$30.03
2	55.00	\$21.64	\$10.35	\$0.00	\$4.59	\$0.00	\$36.58
3	60.00	\$23.61	\$10.35	\$0.00	\$5.01	\$0.00	\$38.97
4	65.00	\$25.58	\$10.35	\$0.00	\$5.43	\$0.00	\$41.36
5	70.00	\$27.55	\$10.35	\$12.00	\$5.85	\$0.00	\$55.75
6	75.00	\$29.51	\$10.35	\$12.00	\$6.26	\$0.00	\$58.12
7	80.00	\$31.48	\$10.35	\$12.00	\$6.68	\$0.00	\$60.51
8	90.00	\$35.42	\$10.35	\$12.00	\$7.52	\$0.00	\$65.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	7/1/2025	\$39.73	\$10.30	\$11.95	\$8.25	\$0.00	\$70.23
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	1/1/2026	\$40.63	\$10.35	\$12.00	\$8.35	\$0.00	\$71.33
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.87	\$10.30	\$0.00	\$0.00	\$0.00	\$30.17
2	55.00	\$21.85	\$10.30	\$0.00	\$4.54	\$0.00	\$36.69
3	60.00	\$23.84	\$10.30	\$0.00	\$4.95	\$0.00	\$39.09
4	65.00	\$25.82	\$10.30	\$0.00	\$5.36	\$0.00	\$41.48
5	70.00	\$27.81	\$10.30	\$11.95	\$5.78	\$0.00	\$55.84
6	75.00	\$29.80	\$10.30	\$11.95	\$6.19	\$0.00	\$58.24
7	80.00	\$31.78	\$10.30	\$11.95	\$6.60	\$0.00	\$60.63
8	90.00	\$35.76	\$10.30	\$11.95	\$7.43	\$0.00	\$65.44

Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$20.32	\$10.35	\$0.00	\$0.00	\$0.00	\$30.67
2	55.00	\$22.35	\$10.35	\$0.00	\$4.59	\$0.00	\$37.29
3	60.00	\$24.38	\$10.35	\$0.00	\$5.01	\$0.00	\$39.74
4	65.00	\$26.41	\$10.35	\$0.00	\$5.43	\$0.00	\$42.19
5	70.00	\$28.44	\$10.35	\$12.00	\$5.85	\$0.00	\$56.64
6	75.00	\$30.47	\$10.35	\$12.00	\$6.26	\$0.00	\$59.08
7	80.00	\$32.50	\$10.35	\$12.00	\$6.68	\$0.00	\$61.53
8	90.00	\$36.57	\$10.35	\$12.00	\$7.52	\$0.00	\$66.44

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:1							
Painter / Taper (Brush, Repaint)	7/1/2025	\$37.05	\$10.30	\$11.95	\$8.25	\$0.00	\$67.55
Painters Local 35	1/1/2026	\$37.95	\$10.35	\$12.00	\$8.35	\$0.00	\$68.65
Painters Local 35 - Zone 3							

Apprentice: Painter / Taper (Brush, Repaint)**Effective Date: 7/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.53	\$10.30	\$0.00	\$0.00	\$0.00	\$28.83
2	55.00	\$20.38	\$10.30	\$0.00	\$4.54	\$0.00	\$35.22
3	60.00	\$22.23	\$10.30	\$0.00	\$4.95	\$0.00	\$37.48
4	65.00	\$24.08	\$10.30	\$0.00	\$5.36	\$0.00	\$39.74
5	70.00	\$25.94	\$10.30	\$11.95	\$5.78	\$0.00	\$53.97
6	75.00	\$27.79	\$10.30	\$11.95	\$6.19	\$0.00	\$56.23
7	80.00	\$29.64	\$10.30	\$11.95	\$6.60	\$0.00	\$58.49
8	90.00	\$33.35	\$10.30	\$11.95	\$7.43	\$0.00	\$63.03

Apprentice: Painter / Taper (Brush, Repaint)**Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.98	\$10.35	\$0.00	\$0.00	\$0.00	\$29.33
2	55.00	\$20.87	\$10.35	\$0.00	\$4.59	\$0.00	\$35.81
3	60.00	\$22.77	\$10.35	\$0.00	\$5.01	\$0.00	\$38.13
4	65.00	\$24.67	\$10.35	\$0.00	\$5.43	\$0.00	\$40.45
5	70.00	\$26.57	\$10.35	\$12.00	\$5.85	\$0.00	\$54.77
6	75.00	\$28.46	\$10.35	\$12.00	\$6.26	\$0.00	\$57.07
7	80.00	\$30.36	\$10.35	\$12.00	\$6.68	\$0.00	\$59.39
8	90.00	\$34.16	\$10.35	\$12.00	\$7.52	\$0.00	\$64.03

Apprentice to Journeyworker Ratio: 1:1

Painter Traffic Markings (Heavy/Highway)	6/1/2025	\$36.25	\$9.90	\$9.25	\$6.31	\$0.00	\$61.71
Laborers	12/1/2025	\$37.49	\$9.90	\$9.25	\$6.31	\$0.00	\$62.95
Laborers - Zone 3 (Heavy & Highway)	6/1/2026	\$38.79	\$9.90	\$9.25	\$6.31	\$0.00	\$64.25
	12/1/2026	\$40.08	\$9.90	\$9.25	\$6.31	\$0.00	\$65.54

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)	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
--	----------	---------	---------	---------	---------	--------	---------

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DECK)							
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

Apprentice to Journeyworker Ratio: 1:5

PIPELAYER	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY)	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
LABORERS	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79

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

PLUMBER & PIPEFITTER	9/17/2025	\$53.01	\$10.35	\$10.85	\$7.10	\$0.00	\$81.31
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$55.01	\$10.35	\$10.85	\$7.10	\$0.00	\$83.31
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$57.01	\$10.35	\$10.85	\$7.10	\$0.00	\$85.31
	3/17/2027	\$59.01	\$10.35	\$10.85	\$7.10	\$0.00	\$87.31
	9/17/2027	\$61.01	\$10.35	\$10.85	\$7.10	\$0.00	\$89.31
	3/17/2028	\$63.01	\$10.35	\$10.85	\$7.10	\$0.00	\$91.31
	9/17/2028	\$65.01	\$10.35	\$10.85	\$7.10	\$0.00	\$93.31
	3/17/2029	\$67.01	\$10.35	\$10.85	\$7.10	\$0.00	\$95.31

Apprentice: PLUMBER & PIPEFITTER**Effective Date: 9/17/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 9/17/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.85	\$10.35	\$10.85	\$0.00	\$0.00	\$45.05
2	50.00	\$26.51	\$10.35	\$10.85	\$0.00	\$0.00	\$47.71
3	55.00	\$29.16	\$10.35	\$10.85	\$0.00	\$0.00	\$50.36
4	60.00	\$31.81	\$10.35	\$10.85	\$0.00	\$0.00	\$53.01
5	65.00	\$34.46	\$10.35	\$10.85	\$0.00	\$0.00	\$55.66
6	70.00	\$37.11	\$10.35	\$10.85	\$0.00	\$0.00	\$58.31
7	75.00	\$39.76	\$10.35	\$10.85	\$0.00	\$0.00	\$60.96
8	80.00	\$42.41	\$10.35	\$10.85	\$0.00	\$0.00	\$63.61
9	85.00	\$45.06	\$10.35	\$10.85	\$7.10	\$0.00	\$73.36
10	85.00	\$45.06	\$10.35	\$10.85	\$7.10	\$0.00	\$73.36

Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 3/17/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$24.75	\$10.35	\$10.85	\$0.00	\$0.00	\$45.95
2	50.00	\$27.51	\$10.35	\$10.85	\$0.00	\$0.00	\$48.71
3	55.00	\$30.26	\$10.35	\$10.85	\$0.00	\$0.00	\$51.46
4	60.00	\$33.01	\$10.35	\$10.85	\$0.00	\$0.00	\$54.21
5	65.00	\$35.76	\$10.35	\$10.85	\$0.00	\$0.00	\$56.96
6	70.00	\$38.51	\$10.35	\$10.85	\$0.00	\$0.00	\$59.71
7	75.00	\$41.26	\$10.35	\$10.85	\$0.00	\$0.00	\$62.46
8	80.00	\$44.01	\$10.35	\$10.85	\$0.00	\$0.00	\$65.21
9	85.00	\$46.76	\$10.35	\$10.85	\$7.10	\$0.00	\$75.06
10	85.00	\$46.76	\$10.35	\$10.85	\$7.10	\$0.00	\$75.06

Apprentice Notes

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

Apprentice to Journeyworker Ratio: 1:1

PNEUMATIC CONTROLS (TEMP.)	9/17/2025	\$53.01	\$10.35	\$10.85	\$7.10	\$0.00	\$81.31
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$55.01	\$0.00	\$10.85	\$7.10	\$0.00	\$72.96
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$57.01	\$10.35	\$10.85	\$7.10	\$0.00	\$85.31
	3/17/2027	\$59.01	\$10.35	\$10.85	\$7.10	\$0.00	\$87.31
	9/17/2027	\$61.01	\$10.35	\$10.85	\$7.10	\$0.00	\$89.31
	3/17/2028	\$63.01	\$10.35	\$10.85	\$7.10	\$0.00	\$91.31
	9/17/2028	\$65.01	\$10.35	\$10.85	\$7.10	\$0.00	\$93.31
	3/17/2029	\$67.01	\$10.35	\$10.85	\$7.10	\$0.00	\$95.31

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
LABORERS	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER LABORERS LABORERS - ZONE 3 (BUILDING & SITE)	6/2/2025	\$37.25	\$9.90	\$9.25	\$8.32	\$0.00	\$64.72
	12/1/2025	\$38.50	\$9.90	\$9.25	\$8.32	\$0.00	\$65.97
	6/1/2026	\$39.80	\$9.90	\$9.25	\$8.32	\$0.00	\$67.27
	12/7/2026	\$41.10	\$9.90	\$9.25	\$8.32	\$0.00	\$68.57
	6/7/2027	\$42.50	\$9.90	\$9.25	\$8.32	\$0.00	\$69.97
	12/6/2027	\$43.90	\$9.90	\$9.25	\$8.32	\$0.00	\$71.37
	6/5/2028	\$45.40	\$9.90	\$9.25	\$8.32	\$0.00	\$72.87
	12/4/2028	\$46.90	\$9.90	\$9.25	\$8.32	\$0.00	\$74.37
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2025	\$38.00	\$9.65	\$9.00	\$6.06	\$0.00	\$62.71
	12/1/2025	\$39.24	\$9.65	\$9.00	\$6.06	\$0.00	\$63.95
	6/1/2026	\$40.54	\$9.65	\$9.00	\$6.06	\$0.00	\$65.25
	12/1/2026	\$41.83	\$9.65	\$9.00	\$6.06	\$0.00	\$66.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PUMP OPERATOR (CONCRETE) 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"							
PUMP OPERATOR (DEWATERING, OTHER) 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"							
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 LABORERS - ZONE 3 (BUILDING & SITE)	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
ROLLER OPERATOR OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Coal tar pitch) ROOFERS LOCAL 248 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"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)	10/2/2025	\$44.38	\$10.35	\$8.70	\$9.30	\$0.00	\$72.73
ROOFERS LOCAL 248	7/16/2026	\$46.38	\$10.35	\$8.70	\$9.30	\$0.00	\$74.73
ROOFERS LOCAL 248							
ROOFER SLATE / TILE / PRECAST CONCRETE	10/2/2025	\$44.88	\$10.35	\$8.70	\$9.30	\$0.00	\$73.23
ROOFERS LOCAL 248	7/16/2026	\$46.88	\$10.35	\$8.70	\$9.30	\$0.00	\$75.23
ROOFERS LOCAL 248							
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							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SHEETMETAL WORKER	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

Apprentice: SHEETMETAL WORKER**Effective Date: 7/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.82	\$4.95	\$0.00	\$0.85	\$31.19
2	50.00	\$21.74	\$6.47	\$5.51	\$0.00	\$0.94	\$34.66
3	55.00	\$23.91	\$7.12	\$9.91	\$0.00	\$1.15	\$42.09
4	60.00	\$26.09	\$7.76	\$9.91	\$0.00	\$1.23	\$44.99
5	65.00	\$28.26	\$8.41	\$9.91	\$0.00	\$1.31	\$47.89
6	70.00	\$30.44	\$9.06	\$9.91	\$0.00	\$1.39	\$50.80
7	75.00	\$32.61	\$9.71	\$9.91	\$0.00	\$1.47	\$53.70
8	80.00	\$34.78	\$10.35	\$9.91	\$8.72	\$1.78	\$65.54
9	85.00	\$36.96	\$11.00	\$9.91	\$8.72	\$1.86	\$68.45
10	90.00	\$39.13	\$11.65	\$9.91	\$8.72	\$1.94	\$71.35

Apprentice: SHEETMETAL WORKER**Effective Date: 7/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SHEETMETAL WORKER								
Effective Date: 7/1/2026								
Step	Percent		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00		\$19.57	\$5.96	\$4.95	\$0.00	\$0.85	\$31.33
2	50.00		\$21.74	\$6.62	\$5.51	\$0.00	\$0.94	\$34.81
3	55.00		\$23.91	\$7.28	\$9.91	\$0.00	\$1.15	\$42.25
4	60.00		\$26.09	\$7.94	\$9.91	\$0.00	\$1.23	\$45.17
5	65.00		\$28.26	\$8.60	\$9.91	\$0.00	\$1.31	\$48.08
6	70.00		\$30.44	\$9.27	\$9.91	\$0.00	\$1.39	\$51.01
7	75.00		\$32.61	\$9.93	\$9.91	\$0.00	\$1.47	\$53.92
8	80.00		\$34.78	\$10.59	\$9.91	\$9.92	\$1.78	\$66.98
9	85.00		\$36.96	\$11.25	\$9.91	\$9.92	\$1.86	\$69.90
10	90.00		\$39.13	\$11.92	\$9.91	\$9.92	\$1.94	\$72.82

Apprentice to Journeyworker Ratio: 1:3

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	10/1/2025	\$53.25	\$12.40	\$7.40	\$9.41	\$0.00	\$82.46
SPRINKLER FITTERS LOCAL 669	1/1/2026	\$53.25	\$13.60	\$7.45	\$9.41	\$0.00	\$83.71
SPRINKLER FITTERS LOCAL 669	4/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
	7/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
	10/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
	1/1/2027	\$56.54	\$14.55	\$7.50	\$9.41	\$0.00	\$88.00
	4/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	7/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	10/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	1/1/2028	\$59.83	\$15.50	\$7.55	\$9.41	\$0.00	\$92.29

Apprentice: SPRINKLER FITTER								
Effective Date: 10/1/2025								
Step	Percent		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00		\$26.94	\$12.40	\$0.00	\$0.00	\$0.00	\$39.34
2	48.00		\$30.08	\$12.40	\$0.00	\$0.00	\$0.00	\$42.48

Construction

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SPRINKLER FITTER								
Effective Date: 10/1/2025								
Step	Percent		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	52.00		\$32.58	\$12.40	\$7.40	\$1.15	\$0.00	\$53.53
4	56.00		\$35.09	\$12.40	\$7.40	\$1.15	\$0.00	\$56.04
5	59.00		\$36.97	\$12.40	\$7.40	\$1.40	\$0.00	\$58.17
6	64.00		\$40.10	\$12.40	\$7.40	\$1.40	\$0.00	\$61.30
7	68.00		\$42.61	\$12.40	\$7.40	\$1.40	\$0.00	\$63.81
8	72.00		\$45.12	\$12.40	\$7.40	\$1.40	\$0.00	\$66.32
9	76.00		\$47.62	\$12.40	\$7.40	\$1.40	\$0.00	\$68.82
10	80.00		\$50.13	\$12.40	\$7.40	\$1.40	\$0.00	\$71.33

Apprentice: SPRINKLER FITTER								
Effective Date: 1/1/2026								
Step	Percent		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00		\$26.94	\$9.64	\$0.00	\$0.00	\$0.00	\$36.58
2	48.00		\$30.08	\$9.64	\$0.00	\$0.00	\$0.00	\$39.72
3	52.00		\$32.58	\$13.60	\$7.45	\$1.15	\$0.00	\$54.78
4	56.00		\$35.09	\$13.60	\$7.45	\$1.15	\$0.00	\$57.29
5	59.00		\$36.97	\$13.60	\$7.45	\$1.40	\$0.00	\$59.42
6	64.00		\$40.10	\$13.60	\$7.45	\$1.40	\$0.00	\$62.55
7	68.00		\$42.61	\$13.60	\$7.45	\$1.40	\$0.00	\$65.06
8	72.00		\$45.12	\$13.60	\$7.45	\$1.40	\$0.00	\$67.57
9	76.00		\$47.62	\$13.60	\$7.45	\$1.40	\$0.00	\$70.07
10	80.00		\$50.13	\$13.60	\$7.45	\$1.40	\$0.00	\$72.58

Apprentice to Journeyworker Ratio: 1:1

TELECOMMUNICATION TECHNICIAN	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
ELECTRICIANS LOCAL 7	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: TELECOMMUNICATION TECHNICIAN								
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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 12/28/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.30	\$7.65	\$0.63	\$0.00	\$0.00	\$29.58
2	45.00	\$23.97	\$7.65	\$0.70	\$0.00	\$0.00	\$32.32
3	50.00	\$26.63	\$13.75	\$7.53	\$0.00	\$0.00	\$47.91
4	55.00	\$29.29	\$13.75	\$7.61	\$0.00	\$0.00	\$50.65
5	65.00	\$34.62	\$13.75	\$9.84	\$0.00	\$0.00	\$58.21
6	70.00	\$37.28	\$13.75	\$11.30	\$0.00	\$0.00	\$62.33

Apprentice to Journeyworker Ratio: 1:1

TERRAZZO FINISHERS	8/1/2025	\$66.89	\$11.49	\$15.57	\$8.02	\$0.00	\$101.97
BRICKLAYERS LOCAL 3	2/10/2026	\$68.24	\$11.49	\$15.57	\$8.02	\$0.00	\$103.32
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	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

Apprentice: TERRAZZO FINISHERS							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$11.49	\$15.57	\$8.02	\$0.00	\$68.53
2	60.00	\$40.13	\$11.49	\$15.57	\$8.02	\$0.00	\$75.21
3	70.00	\$46.82	\$11.49	\$15.57	\$8.02	\$0.00	\$81.90
4	80.00	\$53.51	\$11.49	\$15.57	\$8.02	\$0.00	\$88.59
5	90.00	\$60.20	\$11.49	\$15.57	\$8.02	\$0.00	\$95.28

Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/10/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.12	\$11.49	\$15.57	\$8.02	\$0.00	\$69.20
2	60.00	\$40.94	\$11.49	\$15.57	\$8.02	\$0.00	\$76.02
3	70.00	\$47.77	\$11.49	\$15.57	\$8.02	\$0.00	\$82.85
4	80.00	\$54.59	\$11.49	\$15.57	\$8.02	\$0.00	\$89.67
5	90.00	\$61.42	\$11.49	\$15.57	\$8.02	\$0.00	\$96.50

Apprentice to Journeyworker Ratio: 1:5

TERRAZZO MECHANIC	8/1/2025	\$67.97	\$11.49	\$15.57	\$7.99	\$0.00	\$103.02
BRICKLAYERS LOCAL 3	2/1/2026	\$69.32	\$11.49	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	8/1/2026	\$71.52	\$11.49	\$15.57	\$7.99	\$0.00	\$106.57
	2/1/2027	\$72.92	\$11.49	\$15.57	\$7.99	\$0.00	\$107.97

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO MECHANIC Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$11.49	\$15.57	\$7.99	\$0.00	\$69.04
2	60.00	\$40.78	\$11.49	\$15.57	\$7.99	\$0.00	\$75.83
3	70.00	\$47.58	\$11.49	\$15.57	\$7.99	\$0.00	\$82.63
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
Apprentice: TERRAZZO MECHANIC Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.66	\$11.49	\$15.57	\$7.99	\$0.00	\$69.71
2	60.00	\$41.59	\$11.49	\$15.57	\$7.99	\$0.00	\$76.64
3	70.00	\$48.52	\$11.49	\$15.57	\$7.99	\$0.00	\$83.57
4	80.00	\$55.46	\$11.49	\$15.57	\$7.99	\$0.00	\$90.51
5	90.00	\$62.39	\$11.49	\$15.57	\$7.99	\$0.00	\$97.44
Apprentice to Journeyworker Ratio: 1:5							
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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	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 LABORERS	6/1/2025	\$59.93	\$9.90	\$9.25	\$10.25	\$0.00	\$89.33
LABORERS (COMPRESSED AIR)	12/1/2025	\$61.43	\$9.90	\$9.25	\$10.25	\$0.00	\$90.83
	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) LABORERS	6/1/2025	\$61.93	\$9.90	\$9.25	\$10.25	\$0.00	\$91.33
LABORERS (COMPRESSED AIR)	12/1/2025	\$63.43	\$9.90	\$9.25	\$10.25	\$0.00	\$92.83
	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"							
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 LABORERS	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS - ZONE 3 (BUILDING & SITE)	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$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
WATER METER INSTALLER	9/17/2025	\$53.01	\$10.35	\$10.85	\$7.10	\$0.00	\$81.31
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$55.01	\$10.35	\$10.85	\$7.10	\$0.00	\$83.31
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$57.01	\$10.35	\$10.85	\$7.10	\$0.00	\$85.31
	3/17/2027	\$59.01	\$10.35	\$10.85	\$7.10	\$0.00	\$87.31
	9/17/2027	\$61.01	\$10.35	\$10.85	\$7.10	\$0.00	\$89.31
	3/17/2028	\$63.01	\$10.35	\$10.85	\$7.10	\$0.00	\$91.31
	9/17/2028	\$65.01	\$10.35	\$10.85	\$7.10	\$0.00	\$93.31
	3/17/2029	\$67.01	\$10.35	\$10.85	\$7.10	\$0.00	\$95.31

For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"

Outside Electrical

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 For apprentice rates see "Apprentice- LINEMAN"	9/1/2019	\$44.67	\$8.00	\$12.55	\$0.00	\$0.00	\$65.22
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 For apprentice rates see "Apprentice- LINEMAN"	9/1/2019	\$30.58	\$8.00	\$5.48	\$0.00	\$0.00	\$44.06
GROUNDMAN / TRUCK DRIVER OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 For apprentice rates see "Apprentice- LINEMAN"	9/1/2019	\$39.97	\$8.00	\$10.96	\$0.00	\$0.00	\$58.93
HEAVY EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 For apprentice rates see "Apprentice- LINEMAN"	9/1/2019	\$47.01	\$8.00	\$13.22	\$0.00	\$0.00	\$68.23
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42	9/1/2019	\$51.71	\$8.00	\$15.55	\$0.00	\$0.00	\$75.26

Apprentice: JOURNEYMAN LINEMAN							
Effective Date: 9/1/2019							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$31.03	\$8.00	\$3.43	\$0.00	\$0.00	\$42.46
2	65.00	\$33.61	\$8.00	\$3.51	\$0.00	\$0.00	\$45.12
3	70.00	\$36.20	\$8.00	\$3.59	\$0.00	\$0.00	\$47.79
4	75.00	\$38.78	\$8.00	\$5.16	\$0.00	\$0.00	\$51.94
5	80.00	\$41.37	\$8.00	\$5.24	\$0.00	\$0.00	\$54.61
6	85.00	\$43.95	\$8.00	\$5.32	\$0.00	\$0.00	\$57.27
7	90.00	\$46.54	\$8.00	\$7.40	\$0.00	\$0.00	\$61.94

Apprentice to Journeyworker Ratio: 1:2

TELEDATA CABLE SPLICER OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42	2/4/2019	\$30.73	\$4.70	\$0.92	\$2.25	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42	2/4/2019	\$28.93	\$4.70	\$0.89	\$2.25	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42 OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42	2/4/2019	\$28.93	\$4.70	\$0.89	\$2.25	\$0.00	\$36.77
TRACTOR-TRAILER DRIVER OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42	9/1/2019	\$44.67	\$8.00	\$12.55	\$0.00	\$0.00	\$65.22

Outside Electrical

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42							

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.

*** THIS PAGE IS LEFT BLANK INTENTIONALLY ***

DOCUMENT A00801

SPECIAL PROVISIONS**DISTRICT 2****Scheduled and Emergency Drainage Repairs and Improvements
at Various Locations**

Labor participation goals for this Project shall be 15.3% for minorities and 6.9% for women for each job category. The goals are applicable to both Contractor's and Subcontractor's on-site construction workforce. Refer to Document 00820 for details.

SCOPE OF WORK

The work to be done under this contract consists of drainage-related repairs performed on drainage systems under the control of District 2 and includes:

- Adjusting & rebuilding of drainage structures.
- Installation of drainage pipes and structures.
- Repairing of drainage outlets and systems.
- Removing and resetting curb, edging, curb corners, and curb inlets of every type.
- Furnishing and setting curb, curb inlets, curb corners, and edging and HMA curbs and berms.
- Repair of roadways and embankments and washout areas as directed.
- Repair and construction of concrete headwalls, wing-walls and culverts.
- Providing and maintaining temporary erosion controls.
- Other incidental work to complete the above work.

All work shall be performed within, and accessed by, existing State, City or Town roadway layouts. No rights to enter upon, or occupy, private property have been acquired for this project. Fence work shall be performed from the MassDOT owned side of fence to the greatest extent possible.

Work may be required regardless of the weather conditions, at the discretion of the Engineer.

All work under this Contract shall be done in conformance with the *2025 Standard Specifications for Highways and Bridges*, the *Supplemental Specifications* contained in this book, the *Construction Standard Details* in effect as of June, 2025, the *1990 Standard Drawings for Signs and Supports*, the *2015 Overhead Signal Structure and Foundation Standard Drawings*, the *2009 Manual on Uniform Traffic Control Devices (MUTCD) with Revisions 1, 2, and 3* and the *November 2022 Massachusetts Amendments to the MUTCD*, the *1968 Standard Drawings for Traffic Signals and Highway Lighting*, the latest edition of *The American Standard for Nursery Stock*, the Plans and these Special Provisions.

LOCATION OF WORK

Work under this contract will be required on any or all state highways and roadways within District Two. Work locations will be within the limits of District Two on various roadways as assigned by the Engineer. The following web link provides the cities and towns under the jurisdiction of District Two:

<https://www.mass.gov/service-details/find-your-highway-district-office>

MassDOT - Highway Division reserves the right to add additional roadways or locations throughout the duration of this contract. Locations will be determined by the Engineer.

CONTRACTOR QUESTIONS AND ADDENDUM ACKNOWLEDGMENTS

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

Contractors should email questions and addendum acknowledgments to the following email address massdotspecifications@dot.state.ma.us The MassDOT project file number and municipality is to be placed in the subject line.

ACCESS MASSDOT HIGHWAY INFORMATION ON WEBSITE

Access MassDOT Highway Information related to Construction, Design/Engineering, Contractor/Vendor Information, Approved Materials and Fabricators, Manuals, Publications and Forms at:

<https://www.mass.gov/orgs/highway-division>

WORK SCHEDULE

All proposed work hours shall conform to Subsection 7.09 and be subject to the written approval of the Engineer.

Work is restricted to a normal 8-hour day, 5-day week, with the Prime Contractor and all Subcontractors working on the same shift. No work shall be done on Saturdays, Sundays, holidays, or the day before or after a holiday without prior approval of the Engineer.

Allowable work hours for specific locations will be determined by the District Highway Director or his/her representative. On high volume and/or high-speed roadways, work may be restricted to non-peak hours or night work as directed by the Engineer to avoid peak traffic volumes in order to maintain safety and productivity.

Work may not proceed beyond the normal 8-hour day unless prior approval is obtained from the Engineer for that day. Approval to work overtime will only be given when special conditions exist that warrant working overtime as determined by the Engineer.

The Contractor may schedule night shifts longer than 8-hours with approval of the Engineer. No additional compensation will be made for work scheduled during nighttime hours.

SUBMITTALS/CONTRACTOR'S WORK REPORT

Each time there is an improvement or repair performed, it shall be recorded by the Contractor in a log supplied by him at no additional compensation. Three (3) legible copies of all pages of the log that contain new entries shall be furnished once every month to the Engineer. Each log entry shall include a breakdown of the contract items and include detailed locations with corresponding mile marker or station. A sample daily report shall be submitted to the Engineer for approval at the pre-construction conference.

EQUIVALENT SINGLE AXLE LOADS (ESALS)

The estimated traffic level to be used for SUPERPAVE HMA mixture designs for this contract, expressed in Equivalent Single Axle Loads (ESALs) for the design travel lane over a 20-year period, is either a traffic level 2 (0.3-10.0) million 18-kip (80-kn) ESALs or a traffic level 3 (≥ 10.0) million 18 kip ESALS as directed by the Engineer. Contractor will be provided with traffic information for the design mix at each location where work order is being requested.

CONTRACTOR NOTIFICATION

Scheduled Work

The Contractor will be notified of scheduled work by either a written or electronic Work Order. The work order will identify the location and a detailed scope of work for the assignment. This work shall be scheduled and commence on site with five (5) days of notification by the Department.

MassDOT may also direct that scheduled or routine assignments shall commence on a particular date and time. If the Contractor has not reported and started work within 4 hours of the time expected, a non-response damages will be assessed to the contractor.

Emergency Work

Since it may be necessary for the Contractor to respond to emergency situations where immediate response is necessary, the Contractor is required to provide to MassDOT the name(s) and telephone number(s) of a person or persons who can be contacted 24 hours a day for the contract's duration. and who has the authority to provide whatever labor, materials, and equipment that may be necessary to address the emergency.

The Contractor will be notified of emergency work that **REQUIRES IMMEDIATE ATTENTION** by verbal *and* written/electronic Work Order. The work order will identify the location of the work, the scope of the work and details the Engineer's expectations. The Work Order will also identify lane closure(s) required.

The Contractor will be required to commence this emergency work on site within four (4) hours, unless otherwise directed, after notification by the Department.

NON-RESPONSE DAMAGES*(Supplementing Subsection 8.11)***Scheduled Work**

If after notification, the Contractor has not started scheduled work on site within five (5) days of the notification, a non-response damage will be assessed to the Contractor. Contract payments will be reduced by \$2,000.00 for each day or portion of a day that the work is delayed, excluding Saturdays, Sundays, and Holidays, *unless the work was scheduled to be performed on one of these days.*

The non-response damages for scheduled work can be waived at the discretion of the Engineer when it is deemed that the weather, traffic or other environmental conditions prohibit the performance of the scheduled work.

Emergency Work

If after notification, the Contractor has not started emergency work on site within four (4) hours of the notification, non-response damages will be assessed to the Contractor. Contract payments will be reduced by \$4,000.00 for each time there is a failure to respond within the specified hours.

PROVISIONS FOR TRAVEL AND PROSECUTION OF WORK*(Supplementing Subsections 7.09, 7.10, and 8.03)*

Attention is directed to the fact that these work areas may be heavily traveled, high speed roads.

Operations that will affect the flow of traffic on such roads within the project limits are restricted to the hours of least volume. This may include night and weekend work. The hours of all work operations shall be as authorized by the Engineer.

The Contractor shall contact the District to obtain the allowable work hours for each location prior to starting the necessary work.

On a two-lane undivided highway two-way traffic shall be maintained during “peak hours”. On Interstate highway all lanes shall remain open during the “peak hours”. “Peak hours” are defined as the hours from 5:00 AM to 10:00 AM and from 3:00 PM to 7:00 PM.

The time periods outlined above include the “set-up” and “breakdown” of the traffic pattern employed.

Work will be restricted to one roadway at all times unless additional work crews are approved by the Engineer. The Contractor shall not begin any work, other than emergency work, in any other roadway until the roadway being worked on is completed.

TRAFFIC ACCOMMODATION

(Supplementing Section 7.17)

Safety devices/signing for construction operations shall comply with the relevant provisions of Section 850 of the Standard Specifications, the applicable sections of the MUTCD and the following:

Sign placement shall conform to the applicable sketches shown in the standard Traffic Control Plan (TCP) or MUTCD, whichever is more stringent for the application.

Safety devices and sign placement shall conform to the applicable sketches shown in the standard Work Zone Safety Guidelines included in this Contract – document A00815.

For conditions not shown in the Work Zone Safety Guidelines, the Contractor is directed to MassDOT's Standard Details and Drawings for the Development of Temporary Traffic Control Plans available on MassDOT's website:

<https://www.mass.gov/files/documents/2017/10/24/tcp.pdf>

Truck Mounted Attenuators, when shown in the sketches, are mandatory for this project.

In this case, safety devices and sign placement shall conform to the applicable sketches shown in the Standard Traffic Control Plans or MUTCD, whichever is more stringent for the application.

The Contractor shall bring three sets of the appropriate sketches for the work site to all work order assignment meetings. The purpose is to ensure that all concerned parties (i.e. Contractors, Sub-Contractors and the Engineer) have and agree upon the required traffic management for the specific working conditions.

Traffic police, when required, shall be located at a sufficient distance in advance of the work area, so that they can warn oncoming motorists of the work.

RESTORATION OF EXISTING FACILITIES

The Contractor will be required to satisfactorily restore or replace in kind all facilities damaged or disrupted by his/her operations at no additional compensation. This is to include replacing with the same type of materials and construction as formerly existed, repaving the site, replacing berm, placing loam and seed, and restoring any underground facilities disturbed by his/her activities.

SUBSECTION 7.05 INSURANCE REQUIREMENTS**B. Public Liability Insurance**

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

Paragraphs 1 and 2

MassDOT - Highway Division and applicable railroads shall be named as additional insureds.

DRAINAGE

The contractor shall maintain the drainage systems in the project area to provide continual drainage of travel ways and construction area.

All pipes and structures installed as part of this contract shall be left in a clean and operable condition at the completion of the work.

The respective contract unit prices for applicable drainage Items shall include all costs for the removal and disposal of existing structures and drainage pipes being replaced, unsuitable material, various pavements encountered in the installation of drainage, dewatering, and any incidentals not otherwise specified and paid for. For bid purposes, the contractor shall be responsible for determining the various types and extent of materials to be excavated.

MULTIPLE CREWS

Since this contract encompasses all of District 2, the Contractor shall be prepared to provide more than one crew and up to three as needed throughout the duration of the contract which may work at different locations. If additional crews are requested but not provided the Contractor shall be assessed non-response damages as described within the special provisions.

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).

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 wheelchair 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.

HOLIDAY WORK RESTRICTIONS

(Supplementing Subsection 7.09)

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

Below are the holiday work restrictions:

New Years Day (Federal Holiday)

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

Martin Luther King's Birthday (Federal Holiday)

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

President's Day (Federal Holiday)

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

Evacuation Day (Suffolk County State Holiday)

No work restrictions due to traffic concerns.

Patriot's Day (State Holiday)

Work restrictions will be in place for Districts 3 and 6 along the entire Boston Marathon route and any other locations that the DHD in those districts determine are warranted so as to not to impact the marathon. All other districts work restrictions will be as per DHD.

Mother's Day

No work on Western Turnpike and Metropolitan Highway System from 5:00 AM on the Friday before, until the normal start of business on the following day.

Memorial Day (Federal Holiday)

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

HOLIDAY WORK RESTRICTIONS (Continued)**Bunker Hill Day (Suffolk County State Holiday)**

No work restrictions due to traffic concerns.

Juneteenth

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

Independence Day (Federal Holiday)

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

Labor Day (Federal Holiday)

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

Columbus Day (Federal Holiday)

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

Veterans' Day (Federal Holiday)

No work restrictions due to traffic concerns.

Thanksgiving Day (Federal Holiday)

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

Christmas Day (Federal Holiday)

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

NOTICE TO OWNERS OF UTILITIES

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

The District Office maintains a list of utility contact persons, addresses and telephone numbers for each town, which may be requested by the Contractor for each location of work. Additionally, a list of public and private utilities can be found on the MassDOT website at:

<https://hwy.massdot.state.ma.us/webapps/utilities/select.asp>

Select District 2 on top of the webpage, select the City/Town, and then locate the utility.

The utility contact list is for guidance only and is not guaranteed to be complete or up to date.

Town officials are shown at the website <http://www.mass.gov> under the "for Government" tab, select "City/Town official directory" under "Online Services" heading. Enter the city/town on the left of the webpage and locate the official to contact.

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

- Superintendent, Department of Public Works or Town Engineer
- Superintendent, Water Department
- Superintendent, Sewer Department
- Police and Fire Department
- Electric Department

NATIONAL GRID EMERGENCY TELEPHONE NUMBERS**GAS:**

Emergency: 1-800-233-5325

New Service: 1- 877-696-4743

Customer Support: 1-800-732-3400

ELECTRIC:

Outage/ Emergency: 1-800-465-1212

New Service: 1-800-375-4730

Customer Support: 1-800-322-3223

EVERSOURCE EMERGENCY TELEPHONE NUMBERS**GAS:**

Outage/ Emergency: 800-592-2000

New Service: 866-678-2744

Customer Support: 800-592-2000

ELECTRIC:

Outage/ Emergency: 800-592-2000 or 844-726-7562

New Service: 1-888-633-3797 (1-888-need pwr)

Customer Support: 1-800-340-9822

MASSDOT I-91, I-90 and I-291 FIBER OPTIC CABLE NOTIFICATION AND PROTECTION REQUIREMENTS

Prior to the start of any excavation work on I-91, I-90 or I-291, it shall be the responsibility of the Contractor to make their own investigation in order to assure that no damage to existing Fiber Optic Cable (FOC), electrical and signal cables, handholes, ITS cameras, overhead and ground mounted variable message boards, and other appurtenant infrastructure (jointly referred to as the ITS infrastructure) will occur. Extreme care shall be taken when excavating adjacent to or in the vicinity of existing ITS infrastructure. The Contractor may be required to hand dig within 18" either side of the conduit, as directed by the engineer and with no additional compensation, and will be held financially responsible for repairing any damage to the ITS infrastructure. Damage to the ITS infrastructure due to Contractor operations shall be repaired by MassDOT hired and approved Contractors and billed to the Contractor. The Contractor shall be responsible for all costs relating to such repairs.

PUBLIC SAFETY AND CONVENIENCE

(Supplementing Subsection 7.09)

The Contractor shall provide necessary access for fire apparatus and other emergency vehicles through the work zones to always abutting properties.

Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation.

The Contractor, without additional compensation, shall provide access to all abutters during prosecution of the work, except for such periods and at such locations as authorized in writing by the Engineer.

ENVIRONMENTAL PERMITS, CONDITIONS & RESTRICTIONS

No environmental permits have been obtained in advance for this Contract. No work can occur on or otherwise impact water or wetland resource areas until all environmental permits have been obtained.

If field conditions and/or Contractor-suggested methodologies warrant obtaining environmental permits, the Contractor must notify the Resident Engineer prior to commencement of the proposed activity. The Resident Engineer will coordinate all contact with Local, State or Federal environmental agencies with the MassDOT Environmental Section.

All time delays as a result of filing for and obtaining or modifying permits are not subject to a claim. Additionally, the Contractor may be required to submit additional information with respect to proposed work subject to environmental regulations.

No debris of any type shall be allowed to enter the water or wetlands resource areas, either temporarily or permanently.

The Contractor is further advised that any and all time delays as a result of filing for and obtaining permits, are not subject to a claim. Also, the Contractor may be required to submit additional information with respect to proposed work subject to environmental regulations.

The Contractor shall not enter upon or otherwise disturb in any way any existing wetlands, bank, land under water body, or land subject to flooding. No other work shall be undertaken until all erosion control measures are in place.

Any equipment or machinery found to be leaking oils or lubricants (or any pollutive substance) shall be immediately removed from the site of operation and not returned until fully repaired.

The Contractor shall be equipped to prevent the spreading of pollutants beyond the limits of the construction activity areas and undertake measures necessary to remove pollutants from streams affected by his activities, as required by the provisions of the Massachusetts Clean Water Act. The Massachusetts Department of Environmental Protection, 100 Cambridge Street, Boston, MA 02134, may be contacted regarding such appropriate measures applicable to specific situations.

CONTRACTOR ACTIVITY ADJACENT TO WETLANDS

The Contractor shall not stockpile material or equipment, perform maintenance or refuel equipment in a wetland area, within 100 feet of a wetland, or within 200 feet of a river, stream, pond, or other similar open body of water.

CONTRACTOR ACTIVITY ADJACENT TO CURB AND SIDEWALK

Any curbing and associated pavements removed by the Contractor in order to cut or remove trees or stumps shall be reset or rebuilt, and full compensation for such work shall be included in the contract unit price for the tree and stump removal items involved.

PRECAUTIONS FOR PROTECTION OF THE ENVIRONMENT

During the execution of work under this Contract, the Contractor shall exercise care in the placement and storage of equipment, materials and debris as some areas of the site are in environmentally sensitive areas. No equipment, materials or debris can be placed or stored in or near a resource or drainage area leading to a resource as directed by the Engineer.

Storage and lay-down areas within depot yards must be first approved by the Engineer in concurrence with the Depot Foreman to ensure no adverse impacts to maintenance operations.

EROSION AND SEDIMENTATION CONTROL

(Supplementing Subsection 7.02)

This work shall consist of temporary control measures as directed by the Engineer during the life of the contract to control erosion and sedimentation.

The erosion and sedimentation control features installed by the Contractor shall be satisfactorily maintained by the Contractor until they are ordered removed by the Engineer.

In the event that temporary erosion and sedimentation control measures are required due to the Contractor's negligence or carelessness, and such additional measures are ordered by the Engineer, the work shall be performed by the Contractor at his own expense. Temporary erosion and sedimentation control work, which is not attributed to the Contractor's negligence or carelessness, will be performed as ordered by the Engineer.

Repeated failures by the Contractor to control erosion and/or sedimentation shall be cause for the Engineer to employ outside assistance or to use his own forces to provide the necessary protective measures. The cost of such assistance plus project engineering cost will be charged to the Contractor and appropriate deductions made from the Contractor's monthly progress estimate.

NORTHERN LONG-EARED BAT AND TRICOLORED BAT PROTECTION

The northern long-eared bat (*Myotis septentrionalis*; NLEB) and tricolored bat (*Perimyotis subflavus*; TCB) are listed as federally endangered or proposed endangered, respectfully, under the Endangered Species Act (ESA). The U.S. Fish and Wildlife Service (USFWS) developed this guidance to address ESA compliance and promote conservation of NLEB and TCB. As there is no Federal nexus (Federal funding or permits) for this project, Section 7 consultation was not required or conducted. However, Section 9 of the ESA prohibits anyone from “taking” or harming an endangered species, and the below language shall be adhered to in order to maintain compliance with the ESA.

The following Avoidance and Minimization Measures (AMMs) must be strictly adhered to in order to protect NLEB and TCB and to be in compliance with the ESA. Contact MassDOT Environmental Services - Wildlife & Endangered Species Unit Supervisor (David Paulson, david.j.paulson@dot.state.ma.us, 857-262-3378) for questions about project limits, restrictions, or conservation measures.

The Resident Engineer can check on the status of AMM applicability by sending a locus map of the proposed work to MassDOT Highway Division’s Environmental Services Section - Wildlife & Endangered Species Unit Supervisor for review and a determination if some of the AMMs and TOY restriction can be waived.

Required AMM for all projects:

- The Contractor shall ensure all personnel working in on the project site are aware of all environmental commitments related to NLEB and TCB, including all applicable AMMs. NLEB Bat information (<https://www.fws.gov/midwest/endangered/mammals/nleb/> and <https://www.fws.gov/species/tricolored-bat-perimyotis-subflavus>) shall be made available to all personnel.

If temporary lighting is proposed within the project scope, the following AMM is applicable:

Lighting AMM:

- Direct temporary lighting away from suitable habitat during the active season: **April 15 to October 31.**

If the Removal of Trees and/or Woody Vegetation >3-inch in diameter is proposed within the project scope, the following AMMs are applicable:

Tree AMMs:

- If additional cutting is proposed by the Contractor that is outside the scope of this contract, additional review is required by the MassDOT Highway Division’s Environmental Services Section, and additional review and restrictions may be required by the USFWS.
- Ensure tree removal is limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).
- In order to protect northern long-eared bats and their young during their active season, **no tree cutting shall be conducted during the Time of Year (TOY) restriction of April 15 to October 31.**
- Do not remove **documented** or NLEB roosts that are still suitable for roosting, or trees within 0.25 miles of roosts, or **documented** foraging habitat any time of year (<http://www.mass.gov/eea/agencies/dfg/dfw/natural-heritage/species-information-and-conservation/rare-mammals/northern-long-eared-bat.html>).
- The Contractor shall ensure all personnel working in on the project site are aware of all environmental commitments related to NLEB and TCB, including the **TOY** restriction.

EMERALD ASH BORER ADVISORY

To the extent possible, all trees and brush shall be disposed on site, typically chipped and spread in place. When trees or brush must be removed, such as in urban, or otherwise populated areas, Contractor shall identify proposed location for disposal, and provide written notification to the Engineer for approval. Disposal shall be in city or town of project, or at minimum, within county, of construction operations.

RESTORATION OF EXISTING PROPERTY

Work site locations which have been disturbed shall be repaired with loam and seed under the contract items or as directed. This work shall also include, but is not limited to, stump removal and restoring the cavity, stabilization methods for erosion protection, and disturbed areas due to present or past fallen tree or logs, Such restorative work shall be incidental to the various contract items.

Any negligent or unnecessary disturbance caused by the Contractor's operations shall be repaired by the contractor at no additional expense to MassDOT.

PROTECTION OF UNDERGROUND FACILITIES

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

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

CONTAMINATED SOIL AND/OR GROUNDWATER**CONTAMINATED SOIL**

Soil to be removed from the project area shall not be assumed to be uncontaminated and must be evaluated prior to off-site management for potential contamination with hazardous materials. No soil may be disposed of off-site without proper assessment by the contractor and approval from the Resident Engineer (RE), District Environmental Engineer (DEE), or the project designee.

SOIL STOCKPILING DIRECTIVE P-22-001

Any stockpiling of soil must be performed in compliance with Policy Directive P-22-001, Off- Site Stockpiling of Soil from MassDOT Construction Projects. This directive limits the allowable locations for off-site stockpiling of soil generated during MassDOT projects and includes various requirements that must be satisfied by the contractor prior to off-site stockpiling. The Contractor is responsible for identifying a suitable stockpile location.

ASBESTOS CONTAINING MATERIALS

Information about specific locations where repairs are to occur is unavailable. The Contractor should be aware of the potential to encounter asbestos pipe during this project. If encountered, the Contractor must immediately cease the operation, secure the site, notify the Engineer and obtain Asbestos Liability Insurance for this project. The Contractor and MassDOT – Highway Division shall be named as additional insureds.

The contractor will be reimbursed for the proper handling and disposal of any pipe encountered. The asbestos cement pipes must be managed as a “Special Waste” and in Massachusetts may only be disposed of at a facility that is permitted to accept ACWM under 310 CMR 19.061 (“Special Waste” regulation).

PIPE CONNECTION / DISCONNECTION TO STRUCTURE

If reconstructing or installing a drainage structure, connecting existing pipe is incidental to structure or installation item.

For connecting pipe, the wall shall provide the minimum size opening required to surround the pipe. The pipe end shall be set or cut off flush with the inside face of the new structure wall and the remaining space around the pipe completely filled with cement grout for the full thickness of the structure wall. Inverts shall be constructed to provide a smooth uniform flow channel from the pipe through the structure.

MASONRY PLUGS

The Contractor shall plug open ends of abandoned pipes and unintended openings in structures encountered on the project with concrete, cement mortar and brick, or cement mortar and stone. This work will be incidental to the construction operations that were occurring when the opening was discovered and no additional compensation will be made.

MISCELLANEOUS CEMENT CONCRETE WORK

Cement concrete used for collars around drainage structures, for gate boxes, for trench caps, or in conjunction with new or reset curb or edging shall be brought up only to a height which will allow a minimum of three inches of hot mix asphalt to be placed over the concrete. The surface of the cement concrete shall be given a float finish and shall be free of honeycomb or excessive roughness.

The surface shall be cured according to the applicable provisions of the Standard Specifications, or the curing may be done by an application of RS-1 emulsion as soon as the surface has hardened sufficiently but not later than 24 hours after placing the concrete.

All costs associated with the application of RS-1 emulsion shall be considered incidental throughout this Contract.

CASTINGS FOR STRUCTURES

All castings in paved areas shall be adjusted to the finish grade before the top course pavement is placed. All adjustments made to new structures or rebuilt structures shall be included under the contract unit price for the respective structures.

It shall also be a requirement of this Contract that all structures in traveled ways or deemed hazardous by the Engineer be protected with suitable covers (steel plates or equal) in conformance with Subsection 7.09.

SUPPLEMENTAL REQUIREMENTS FOR NON-BID ITEMS

(Supplementing Subsection 3.04)

The Contractor will be paid for additional artisans, equipment rental, materials, engineering services and specialty services required to perform the work plus (10%) percent, plus actual increased bond premium.

The Contractor shall be required to furnish certified paid receipts for additional artisans, equipment rental, materials, engineering services and specialty services that are required to perform the work prior to payment by the Department. Increased bond premium for additional artisans, equipment rental, materials, engineering services and specialty services will be paid after a certified paid receipt is submitted showing payment of the increased bond.

NON-BID-ITEMS

The following specs included under Non-bid Items will be required only as directed by the Engineer to cover such a work that has not been included in any contract bid Items. the Contractor will not bid on these Items; however, the Contractor will be reimbursed for the cost as described in each subsection below:

PAYMENT FOR MATERIALS

Materials will be compensated only if the necessary materials cannot be executed under other items within this contract.

MassDOT reserves the right to furnish any required materials or parts for which there is no pay Item.

The Contractor will be paid his/her actual net cost for materials plus 10% for materials supplied and transported to the job site within District 2 as required by the Engineer. No materials shall be ordered until approved by the Engineer.

The Contractor shall be required to furnish certified paid receipts for all materials that are required prior to payment by the Department.

A minimum of two competitive prices must be submitted to the Engineer and a third competitive price may be required as directed by the Engineer. Any arrangements for the purchase of materials will be considered incidental.

Delivery charges will be reimbursed as actual costs without markup. State and Federal taxes if billed will not be reimbursed by MassDOT.

ENGINEERING SERVICES COST ESTIMATE

When engineering designs or other consulting services are deemed necessary by the Engineer, the design firm will submit a cost estimate of the proposed work. This estimate will include the classification, estimated hours needed, and actual hourly rate for each individual anticipated to be used in developing the finished product. The billable rates shall include overhead and profit. Overhead shall be as approved by MassDOT Audit Section or in absence of approved audited rates a maximum 155% shall apply for overhead. The profit fee is 10%. The billable rate shall be calculated using $1.10 \times (\text{Base Hourly Rate} + \text{Base Hourly Rate} \times \text{Overhead Rate } \%)$.

SPECIALTY SERVICES

The Contractor will be paid his actual cost (plus 10%) for the services of a specialty subcontractor that may be required to perform certain work, not covered under the items of this contract. However, no services shall be obtained until approved by the Engineer.

Should the Contractor perform work outside the scope of the bid items contained in this contract, the additional work may be paid for under the Specialty Services item. The Contractor shall submit a time and material calculation sheet for the additional work for review and approval. Payment shall be made based on the approved calculation sheet. Any bid item work done with additional work shall be paid under the respective contract bid items.

Competitive prices may be required if the Engineer directs. A specific sub-contractor may be designated by the Engineer to do certain work. The contractor will also provide the Engineer the name(s) and telephone number(s) of the sub-contractor's representative who can be contacted 24 hours a day for the contract's duration, and who has the authority to provide whatever labor, materials and equipment which may be necessary to address an emergency. It is the intent of this contract that the Engineer will have direct contact with the approved designated sub-contractor during an emergency.

MATERIAL OPTIONS

In the case of all option items listed in the proposal, the Engineer shall direct the Contractor of his/her option prior to the installation of the material.

OPTIONS

<u>Item Number</u>	<u>Item Descriptions</u>	<u>Unit</u>
<u>234.12</u>	<u>12 Inch Drainage Pipe – Option</u>	<u>Foot</u>
<u>234.18</u>	<u>18 Inch Drainage Pipe – Option</u>	<u>Foot</u>
<u>234.24</u>	<u>24 Inch Drainage Pipe – Option</u>	<u>Foot</u>
<u>234.30</u>	<u>30 Inch Drainage Pipe – Option</u>	<u>Foot</u>
<u>234.36</u>	<u>36 Inch Drainage Pipe – Option</u>	<u>Foot</u>
<u>234.42</u>	<u>42 Inch Drainage Pipe – Option</u>	<u>Foot</u>
<u>234.48</u>	<u>48 Inch Drainage Pipe – Option</u>	<u>Foot</u>

PIPE OPTIONS

Reinforced Concrete Pipe
Corrugated Plastic (Polyethylene) Pipe
Corrugated Plastic (Polypropylene) Pipe

<u>235.12</u>	<u>12 Inch Drainage Pipe Flared End – Option</u>	<u>Each</u>
<u>235.18</u>	<u>18 Inch Drainage Pipe Flared End – Option</u>	<u>Each</u>
<u>235.24</u>	<u>24 Inch Drainage Pipe Flared End – Option</u>	<u>Each</u>
<u>235.30</u>	<u>30 Inch Drainage Pipe Flared End – Option</u>	<u>Each</u>
<u>235.36</u>	<u>36 Inch Drainage Pipe Flared End – Option</u>	<u>Each</u>
<u>235.42</u>	<u>42 Inch Drainage Pipe Flared End – Option</u>	<u>Each</u>
<u>235.48</u>	<u>48 Inch Drainage Pipe Flared End – Option</u>	<u>Each</u>

PIPE FLARED END OPTIONS

Reinforced Concrete
Corrugated Plastic (Polyethylene)
Corrugated Plastic (Polypropylene)

COMPLIANCE WITH THE NATIONAL DEFENSE AUTORIZATION ACT
(Supplementing Subsection 7.01)

On all projects, the “Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment” Regulation (2 CFR 200.216) prohibits the Contractor from using or furnishing the following telecommunications equipment or services:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

This prohibition applies to all products manufactured by the aforementioned companies, including any individual components or parts.

By submitting a bid on a project, the Contractor certifies that all work will be in compliance with the terms of 2 CFR 200.216. The Contractor shall submit a COC indicating compliance with the above provisions for all telecommunications equipment or services included in the Contract.

Payment for the item in which the materials are incorporated may be withheld until these COCs are received. Any cost involved in furnishing the certificate(s) shall be borne by the Contractor.

TRUCK SAFETY DEVICES

(Supplementing Subsection 7.04: Motor Vehicles)

All motor vehicles subject to section 7 of chapter 90 to be operated under this Contract shall be equipped with safety devices as provided therein and in 540 CMR 4.00.

By December 31, 2025, the contractor shall certify to the Registry of Motor Vehicles, in a manner prescribed by the Registrar, that all applicable vehicles are equipped with Lateral Protective Devices, Convex Mirrors, Cross Over Mirror(s) and Back Up Cameras in accordance with the requirements of 540 CMR 4.00.

The Contractor shall provide evidence satisfactory to the Department to demonstrate compliance with the above certification requirement for all applicable vehicles operated under this contract by the Contractor and its subcontractors and vendors in a manner set forth by the Department. Thereafter, the Contractor shall have an affirmative obligation to continue to provide such evidence of compliance on an ongoing basis and no later than 7 days after certification with the Registry of Motor Vehicles of any additional vehicles operated under this contract by the Contractor and its subcontractors and vendors.

Non-compliance with respect to a vehicle that is subject to 540 CMR 4.00 may subject the Contractor to statutory fines as established in M.G.L. c. 90, § 7 and/or contractual remedies up to and including termination of the contract.

SUBSECTION 8.14 UTILITY COORDINATION, DOCUMENTATION, AND MONITORING RESPONSIBILITIES

A. GENERAL

In accordance with the provisions of Section 8.00 Prosecution and Progress, utility coordination is a critical aspect to this Contract. This section defines the responsibility of the Contractor and MassDOT, with regard to the initial utility relocation plan and changes that occur as the prosecution of the Work progresses. The Engineer, with assistance from the Contractor shall coordinate with Utility companies that are impacted by the Contractor's operations. To support this effort, the Contractor shall provide routine and accurate schedule updates, provide notification of delays, and provide documentation of the steps taken to resolve any conflicts for the temporary and/or permanent relocations of the impacted utilities. The Contractor shall provide copies to the Engineer of the Contractor communication with the Utility companies, including but not limited to:

- Providing advanced notice, for all utility-related meetings initiated by the Contractor.
- Providing meeting minutes for all utility-related meetings that the Contractor attends.
- Providing all test pit records.
- Request for Early Utility work requirements of this section (see below).
- Notification letters for any proposed changes to Utility start dates and/or sequencing.
- Written notification to the Engineer of all apparent utility delays within seven (7) Calendar Days after a recognized delay to actual work in the field – either caused by a Utility or the Contractor.
- Any communication, initiated by the Contractor, associated with additional Right-of-Way needs in support of utility work.
- Submission of completed Utility Completion Forms.

B. PROJECT UTILITY COORDINATION (PUC) FORM

The utility schedule and sequence information provided in the Project Utility Coordination Form (if applicable) is the best available information at the time of the bid and has been considered in setting the contract duration. The Contractor shall use all of this information in developing the bid price and the Baseline Schedule Submission, inclusive of the individual utility durations sequencing requirements, and any work that has been noted as potentially concurrent utility installations.

C. INITIATION OF UTILITY WORK

The Engineer will issue all initial notice-to-proceed dates to each Utility company based on either the:

- 1) Contractor's accepted Baseline Schedule
- 2) An approved Early Utility Request in the form of an Early Utility sub-net schedule (in accordance with the requirements of this Subsection)
- 3) An approved Proposal Schedule

C.1 - BASELINE SCHEDULE – UTILITY BASIS

The Contractor shall provide a Baseline Schedule submission in accordance with the requirements of Subsection 8.02 and inclusive of all of the information provided in the PUC Form that has been issued in the Contract documents. This is to include the utility durations, sequencing of work, allowable concurrent work, and all applicable considerations that have been depicted on the PUC Form.

SUBSECTION 8.14 (Continued)

C.2 – EARLY UTILITY REQUEST – (aka SUBNET SCHEDULE) PRIOR TO THE BASELINE
All early utility work is defined as any anticipated/required utility relocations that need to occur prior to the Baseline Schedule acceptance. In all cases of proposed early utility relocation, the Contractor shall present all known information at the pre-construction conference in the form of a ‘sub-net’ schedule showing when each early utility activity needs to be issued a notice-to-proceed. The Contractor shall provide advance notification of this intent to request early utility work in writing at or prior to the Pre-Construction meeting. Prior to officially requesting approval for early utility work, the Contractor shall also coordinate with MassDOT and all utility companies (private, state or municipal) which may be impacted by the Contract. If this request is acceptable to the Utilities and to MassDOT, the Engineer will issue a notice-to-proceed to the affected Utilities, based on these accepted dates.

C.3 – PROPOSAL SCHEDULE - CHANGES TO THE PUC FORM

If the Contractor intends to submit a schedule (in accordance with MassDOT Standard Specifications, Division I, Subsection 8.02) that contains durations or sequencing that vary from those provided in the Project Utility Coordination (PUC) Form, the Contractor must submit this as an intended change, in the form of a Proposal Schedule and in accordance with MassDOT Standard Specifications, Division I, Subsection 8.02. These proposed changes are subject to the approval of the Engineer and the impacted utilities, in the form of this Proposal Schedule and a proposed revision to the PUC form. The Contractor shall not proceed with any changes of this type without written authorization from the Engineer, that references the approved Proposal Schedule and PUC form changes. The submission of the Baseline Schedule should not include any of these types of proposed utility changes and should not delay the submission of the Baseline Schedule. As a prerequisite to the Proposal Schedule submission, and in advance of the utility notification(s) period, the Contractor shall coordinate the proposed utility changes with the Engineer and the utility companies, to develop a mutually agreed upon schedule, prior to the start of construction.

D. UTILITY DELAYS

The Contractor shall notify the Engineer upon becoming aware that a Utility owner is not advancing the work in accordance with the approved utility schedule. Such notice shall be provided to the Engineer no later than seven (7) calendar days after the occurrence of the event that the Contractor believes to be a utility delay. After such notice, the Engineer and the Contractor shall continue to diligently seek the Utility Owner’s cooperation in performing their scope of Work.

In order to demonstrate that a critical path delay has been caused by a third-party Utility, the Contractor must demonstrate, through the requirements of the monthly Progress Schedule submissions and the supporting contract records associated with Subsection 8.02, 8.10 and 8.14, that the delays were beyond the control of the Contractor.

SUBSECTION 8.14 (Continued)

All documentation provided in this section is subject to the review and verification of the Engineer and, if required, the Utility Owner. In accordance with MassDOT Specifications, Division I, Subsection 8.10, a Time Extension will be granted for a delay caused by a Utility, only if the actual duration of the utility work is in excess of that shown on the Project Utility Coordination Form, and only if;

- 1) proper Notification of Delay was provided to MassDOT in accordance with the time requirements that are specified in this Section
- 2) the utility delay is a critical path impact to the Baseline Schedule (or most recently approved Progress Schedule)

E. LOCATION OF UTILITIES

The locations of existing utilities are shown on the Contract drawings as an approximation only. The Contractor shall perform a pre-construction utility survey, including any required test pits, to determine the location of all known utilities no later than thirty (30) calendar days before commencing physical site work in the affected area.

F. POST UTILITY SURVEY – NOTIFICATION

Following completion of a utility survey of existing locations, the Contractor will be responsible to notify the Engineer of any known conflicts associated with the actual location of utilities prior to the start of the work. The Engineer and the Contractor will coordinate with any utility whose assets are to be affected by the Work of this Contract. A partial list of utility contact information is provided in the Project Utility Coordination Form.

G. MEETINGS AND COOPERATION WITH UTILITY OWNERS

The Contractor shall notify the Engineer in advance of any meeting they initiate with a Utility Owner's representative to allow MassDOT to participate in the meeting if needed.

Prior to the Pre-Construction Meeting, the Contractor should meet with all Utility Owners who will be required to perform utility relocations within the first 6 months of the project, to update the affected utilities of the Project Utility Coordination Form and all other applicable Contract requirements that impact the Utilities. The Contractor shall copy the Engineer on any correspondence between the Utility Owner and the Contractor.

H. FORCE ACCOUNT / UTILITY MONITORING REQUIREMENTS

The Engineer will be responsible for recording daily Utility work force reports. The start, suspension, re-start, and completion dates of each of the Utilities, within each phase of the utility relocation work, will be monitored and agreed to by the Engineer and the Contractor as the work progresses.

I. ACCESS AND INSPECTION

The Contractor shall be responsible for allowing Utility owners access to their own utilities to perform the relocations and/or inspections. The Contractor shall schedule their work accordingly so as not to delay or prevent each utility from maintaining their relocation schedule.

SUBSECTION 8.02 SCHEDULE OF OPERATIONS

Replace this subsection with the following:

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

SECTION 722

CONSTRUCTION SCHEDULING

DESCRIPTION

722.20 General

The Contractor's approach to prosecution of the Work shall be disclosed to the Department by submission of a Critical Path Method (CPM) schedule and a cost/resource loaded Construction Schedule as defined by the schedule type set forth below. These requirements are in addition to any requirements imposed in other sections.

This section establishes the requirement for scheduling submissions. There are four schedule types identified as types A, B, C and D. The schedule type applicable to this project is established in the project special provisions.

All schedules shall be prepared and submitted in accordance with this specification and the instructions contained in the Construction Schedule Toolkit located on the MassDOT-Highway Division website at <https://www.mass.gov/info-details/massdot-highway-contractors-schedule-toolkit>.

Type A –

- Schedule Planning Session
- Baseline CPM Schedule
- Monthly Update CPM Schedule
- Short-term Construction Schedule
- Contract Schedule Update Meeting
- Cost-loaded & Resource Loaded CPM
- Resources Graphic Reporting
- Cash Flow Projections from the CPM
- Cash Flow Charts
- Monthly Projected Spending Report (PSR)
- Contractor-furnished CPM software and computer

Type B –

- Schedule Planning Session
- Baseline CPM Schedule
- Monthly Update CPM Schedule
- Short-term Construction Schedule
- Contract Schedule Update Meeting
 - Cost-loaded & Resource Loaded CPM
- Monthly Projected Spending Report (PSR)
- Contractor-furnished CPM software and computer

Type C –

- Schedule Planning Session
- Baseline CPM Schedule
- Monthly Update CPM Schedule
- Short-term Construction Schedule
- Contract Schedule Update Meeting
- Monthly Projected Spending Report (PSR)
- Contractor-furnished CPM software and computer

SECTION 722 (Continued)**Type D -**

- Bar chart schedule updated monthly or at the request of the Engineer
- Short-term Construction Schedule
- Monthly Projected Spending Report (PSR)

EQUIPMENT, PERSONNEL**722.40 General****A. Software Requirements**

The Contractor shall use Primavera P6 computer scheduling software.

In addition to the requirements of Section 740 – Engineer’s Field Office and Equipment, the Contractor shall provide to the Department one (1) copy of the scheduling software, one (1) software license and one (1) computer capable of running the scheduling software for the duration of the Contract. This computer and software shall be installed in the Engineer’s Field Office. The computer and software shall be maintained and serviced at no additional cost to the Department.

B. Scheduler Requirements

The Scheduler shall be approved by the Engineer.

For Type A, B and C Schedules the name of the Contractor’s Project Scheduler together with his/her qualifications shall be submitted to the Department for approval by the Engineer within seven (7) Calendar Days after NTP. The Project Scheduler shall have a minimum of five (5) years of project CPM scheduling experience, three (3) years of which shall be on projects of similar scope and value as the project for which the Project Scheduler is being proposed. References shall be provided from past projects that can attest to the capabilities of the Project Scheduler.

SCHEDULING METHODS**722.60 General****A. Schedule Planning Session**

The Contractor shall conduct a schedule planning session prior to submission of the Baseline Schedule. This session will be attended by the Department and its consultants. During this session, the Contractor shall present its planned approach to the project including, but not limited to:

1. the Work to be performed by the Contractor and its subcontractors;
2. the planned construction sequence and phasing; planned crew sizes;
3. summary of equipment types, sizes, and numbers to be used for each work activity;
4. all early work related to third party utilities;
5. identification of the most critical submittals and projected submission timelines;
6. estimated durations of major work activities;
7. the anticipated Critical Path of the project and a summary of the activities on that Critical Path;
8. a summary of the most difficult schedule challenges the Contractor is anticipating and how it plans to manage and control those challenges;

SECTION 722 (Continued)

9. a summary of the anticipated quarterly cash flow over the life of the project.

This will be an interactive session and the Contractor shall answer all questions that the Department and its consultants may have. The Contractor shall provide a written summary of the information presented and discussed during the session to the Engineer. The Contractor's Baseline Schedule and accompanying Schedule Narrative shall incorporate the information discussed at this Schedule Planning Session.

B. Schedule Reviews by the Department**1. Baseline Schedule Reviews**

The Engineer will respond to the Baseline Schedule Submission within thirty (30) Calendar Days of receipt providing comments, questions and/or disposition that either accepts the schedule or requires revision and resubmittal. Rejected Baseline Schedules shall be resubmitted within fifteen (15) Calendar Days after receipt of the Engineer's comments.

2. Contract Progress Schedule / Monthly Update Reviews / Recovery Schedules

The Engineer will respond to each submittal within twenty-one (21) Calendar Days. Rejected schedules shall be resubmitted by the Contractor within five (5) Calendar Days after receipt of the Engineer's comments.

The Engineer's review comments shall not be construed as direction to change the Contractor's means and methods. The review and acceptance of the CPM schedule does not relieve the Contractor of the responsibility for accomplishing the work within the contract required completion dates. Omissions and errors in the accepted CPM schedule shall not excuse performance less than that required by the Contract.

722.61 Schedule Content and Preparation Requirements

All schedules shall be prepared and submitted in accordance with the instructions contained in the Construction Schedule Toolkit located on the MassDOT-Highway Division website at:

<https://www.mass.gov/info-details/massdot-highway-contractors-schedule-toolkit>

and the following:

A. LOGIC

The schedules shall divide the Work into activities with appropriate logic ties to show:

1. conformance with the requirements of this Section and Division I, Subsection 8.02 - Schedule of Operations
2. the Contractor's overall approach to the planning, scheduling, and execution of the Work
3. conformance with any additional sequences of Work required by the Contract Documents, including, but not limited to, Subsection 8.03 - Prosecution of Work and Subsection 8.06 – Limitations of Operations.

SECTION 722 (Continued)**B. ACTIVITIES**

The schedule shall clearly define the progression of the Work from the Notice to Proceed to Proceed (NTP) to Contractor Field Completion (CFC) by using separate activities, or including attributes within appropriate activities, to address each of the following:

1. Notice to Proceed
2. Work Breakdown Structure
3. The Critical Path is clearly defined and organized.
4. Float shall be clearly identified.
5. Detailed activities to satisfy permit requirements.
6. Subcontractor approvals at fifteen (15) Calendar Days from submittal to response
7. The preparation and submission of shop drawings, procedures, and other required submittals, with a planned duration that is to be demonstrated to the Engineer as reasonable.
8. The review and return of shop drawings, procedures, and other required submittals, approved or with comments, the duration of which shall be thirty (30) Calendar Days, unless otherwise specified or as approved by the Engineer.
9. Procurement of fabricated materials and equipment with long lead times, including time for review and approval of submittals required before procuring and fabricating.
10. Each component of the Work defined by specific activities.
11. Right-of-Way (ROW) takings that have been identified in the Contract.
12. Early Utility Relocation (by others) that has been identified in the Contract.
13. Interfaces with adjacent work, utility companies, other public agencies, sensitive abutters, and/or any other third-party work affecting the Contract.
14. Utility work to be performed in accordance with the Project Utility Coordination (PUC) Form as provided in Section 8.14 - Utilities Coordination, Documentation and Monitoring Responsibilities
15. Access Restraints – restrictions on access to areas of the Work that are defined by the Department in the bid package, in Subsection 8.06 – Limitations of Operations or elsewhere in the Contract
16. Limitations of Work – time of year restrictions and any other limitations identified in the contract
17. Traffic work zone set-up and removal, night work and phasing
18. Material Certifications
19. Milestones listed in Subsection 8.03 - Prosecution of Work or elsewhere in the Contract Documents
20. For Type A and B Contracts only: All items to be paid for, including all Unit Price and Lump Sum pay items, shall be identified by activity. This shall include all non-construction activities such as engineering work; purchase of permanent materials and equipment, purchase of structural steel stock, equipment procurement, equipment delivery to the site or storage location and the representative amount of overhead/indirect costs that was included in the Contractor's Bid Prices.

SECTION 722 (Continued)

21. Contractor's request for validation of FBU (ready to open to traffic)
22. Full Beneficial Use (FBU) Contract Milestone per the following requirements: The majority of contract Work has been completed and the asset(s) has been opened for full multi-modal transportation use, except for limited contract work items that do not materially impair or hinder the intended public use of the transportation facility. All anticipated lane takings have been completed, except for minor, short term work items and as defined in Subsection 8.03 - Prosecution of Work
23. The Department's confirmation of completed work to allow for FBU.
24. Contractor's request for validation of Substantial Completion
25. Department generated punch list of twenty-one (21) Calendar Days
26. Substantial Completion Contract Milestone as defined in the standard specifications.
27. Punch list Completion Period of at least thirty (30) Calendar Days per the requirements of Subsections 5.11 - Final Acceptance, 7.15 - Claims Against Contractors for Payment of Labor, Materials and Other Purposes
28. Contractor confirmation that all punchlist work and documentation has been completed.
29. Physical Completion of the Work Contract Milestone per the requirements of Subsections 5.11 - Final Acceptance and 8.03 - Prosecution of Work
30. Documentation Completion per the requirements of Subsections 5.11 - Final Acceptance and 8.03 - Prosecution of Work
31. Contractor Field Completion Contract Milestone (which can also be considered the completion date) per the following requirements: All physical contract Work is complete including punchlist. The Contractor has fully de-mobilized from field operations and as defined in Subsection 5.11

C. EARLY AND LATE DATES

Early Dates shall be based on proceeding with the Work or a designated part of the Work exactly on the date when the corresponding Contract Time commences. Late Dates shall be based on completing the Work or a designated part of the Work exactly on the corresponding Contract Time, even if the Contractor anticipates early completion.

D. DURATIONS

Activity durations shall be in Work Days. Planned Original Durations shall be established with consideration of resources and production rates that correspond to the Contractor's Bid Price. Within all of the Department-required schedules, the Contractor shall plan the Work using durations for all physical construction activities of no less than one (1) Work Day and no greater than fourteen (14) Work Days, unless approved by the Engineer as part of the Baseline Schedule Review.

SECTION 722 (Continued)

Should there be an activity with a duration that is determined by the Engineer to be unreasonable, the Contractor will be asked to provide a basis of the duration using bid documents, historic production rates for similar work, or other form of validation that is acceptable to the Engineer. Should the Contractor and the Engineer be unable to agree on reasonable activity durations, the Engineer will, at a minimum, note the disagreement in the Baseline Schedule Review along with a duration the Engineer considers reasonable and the basis for that duration. A schedule that contains a substantial number of activities with durations that are deemed unreasonable by the Engineer will not be accepted.

E. MATERIALS ON HAND

The Contractor shall identify in the Baseline Schedule all items of permanent materials (Materials On Hand) for which the Contractor intends to request payment prior to the incorporation of such items into the Work.

F. ACTIVITY DESCRIPTIONS

The Contractor shall use activity descriptions in all schedules that clearly describe the work to be performed using a combination of words, structure numbers, station numbers, bid item numbers, work breakdown structure (WBS) and/or elevations in a concise and compact label.

G. ACTIVITY IDENTIFICATION NUMBERS

The Contractor shall use the activity identification numbering system specified in the MassDOT Highway Division Contractor Construction Schedule Toolkit.

H. ACTIVITY CODES

The Contractor shall use the activity codes specified in the MassDOT Highway Division Contractor Construction Schedule Toolkit.

I. CALENDARS

Different calendars may be created and assigned to all activities or to individual activities. Calendars define the available hours of work in each Calendar Day, holidays and general or project-specific non-Work Days such as Fish Migration Periods, time-of-year (TOY) restrictions and/or area roadway restrictions. All calendars shall extend two years beyond the current project completion date.

Project Special Provisions identify specific calendar restrictions some examples of special calendars include, but are not limited to:

- Winter Shutdown Period, specific work is required by separate special provision to be performed during the winter. See Special Provision 8.03 (if applicable)
- Peak traffic hours on heavily traveled roadways. This shall be from 6:30 am to 9:30 am and from 3:30 pm to 7:00 pm, unless specified differently elsewhere in the Contract.
- Special requirements by sensitive abutters, railroads, utilities and/or other state agencies as defined in the Contract.
- Planting seasons for trees, shrubs and grasses and wetlands mitigation work.

SECTION 722 (Continued)

- Cape Cod and the Islands Summer Roadway Work Restrictions: A general restriction against highway and bridge construction is enforced between Memorial Day and Labor Day, unless otherwise directed by the Engineer. Cape Ann Summer Roadway Work Restrictions: While there are no general restrictions for Cape Ann as there are for Cape Cod and the Islands, project-specific restrictions may be enforced.
- Turtle and/or Fish Migration Periods and/or other in-water work restrictions: Refer to the Project Special Provisions for specific restrictions.
- Working over Waterways Restricted Periods.
- Night-time paving and striping operations, traffic, and temperature restrictions.
- Utility Restrictions shall be as specified within the Contract.

J. FLOAT

For the calculation of float in the CPM schedule, the setting for *Retained Logic* is required for all schedule submissions, starting with the Baseline Schedule Submission. Should the Contractor have a reason to propose that an alternative calculation setting such as *Progress Override* be used, the Contractor shall obtain the Engineer's approval prior to modifying to this setting.

K. COST AND RESOURCE LOADING (Types A and B only)

For all Type A and B Schedules, the Contractor shall provide a cost and resource-loaded schedule with an accurate allocation of the costs and resources necessary to complete the Work. The costs and resources shall be assigned to all schedule activities in order to enable the Contractor to efficiently execute the Contract requirements and the Engineer to validate the original plan, monitor progress, provide cash flow projections, and analyze delays.

1. Each schedule activity shall have an assigned cost that accurately represents the value of the Work. Each schedule activity shall have its resources assigned to it by craft and the anticipated hours to accomplish the work. Each schedule activity's equipment resources shall be assigned to it by equipment type and hours operated. Front-loading or other unbalancing of the cost distribution will not be permitted.
2. The sum of the cost of all schedule activities shall be equal to the Contractor's Bid Price.
3. Indicating the labor hours per individual, per day, by craft and equipment hours/day will be acceptable.
4. The Engineer reserves the right to use the cost-loading as a means to resolve changes, disputes, time entitlement evaluations, increases or decreases in the scope of Work, unit price renegotiations and/or claims.
5. For all Type A and B Schedules, all subnets, fragnets, Proposal Schedules, and Recovery Schedules shall be cost and resource- loaded to help to quickly validate and monitor the duration of the Work to be performed.
6. For Type A Schedules, cost-loading of the schedule will also be used for cash flow projection purposes.
7. The cost-loading of each activity shall indicate the portion of the cost for that activity that is applicable to a specific bid item (cost account.) The total cost for each cost account must equal the bid item price.

SECTION 722 (Continued)**L. NOT TO BE USED IN THE CONTRACTOR'S CPM SCHEDULE**

1. Milestones or constraint dates not specified in the Contract.
2. Scheduled work not required for the accomplishment of a Contract Milestone
3. Use of activity durations, logic ties and/or sequences deemed unreasonable by the Engineer.
4. Delayed starts of follow-on trades.
5. Float suppression techniques.
6. Leads such as leads, lags, SS, SF, & FF relationships without the expressed permission of the Department.

722.62 Submittal Requirements

All schedules shall be prepared and submitted in accordance with the requirements listed below.

Each monthly Contract Progress Schedule submittal shall be uniquely identified.

Each Submission shall, at a minimum, include the following:

- a. Narrative
- b. Schedule submittals shall be signed by the Scheduler
- c. Schedule Printout - All Activities
- d. Schedule Printout - Critical Path Layout
- e. Schedule Printout - Remaining Work
- f. Schedule Printout - Top 3 Float Path
- g. Work Breakdown Structure (WBS) Summary
- h. Project Spending Report (PSR) in Portable Document Format (.PDF)
- i. Project Spending Report (PSR) in Microsoft Excel spreadsheet (.XLS)
- j. Oracle Primavera P6 Schedule File (.XER)

All digital file submittals will be labeled with the following information.

- Contract Number
- Project Number
- Project locations (i.e., town(s))
- Brief description
- Submittal description (i.e., UP07)
- Data Date (MM-DD-YY)
- File Description (i.e., Critical Path)

Example: C110464 (P606309) - Orange Route 2 over 202 – UP23 (07-15-22) - Critical Path

A. Narratives

A written narrative shall be submitted with every schedule submittal. The narrative shall:

1. itemize and describe the flow of work for all activities on the Critical Path in a format that includes any changes made to the schedule since the previous Contract Progress Schedule / Monthly Update or the Baseline Schedule, whichever is most recent.
2. provide a description of any specification requirements that are not being followed. Identify those that are improvements and those that are not considered to be meeting the requirements.

SECTION 722 (Continued)

3. provide all references to any Notice of Delay that has been issued, within the time period of the Contract Progress Schedule Update, by letter to the Engineer. Note that any Notice of Delay that is not issued by letter will not be recognized by the Engineer. See Subsection 722.64.A – Notice of Delay.
4. provide a description of each third-party utility's planned vs. actual progress and note any that are trending late or are late per the durations and commitments as provided in the PUC Form; provide a description of the five (5) most important responses needed from the Department and the need date for the responses in order to maintain the current Schedule of Record.
5. provide a description of all critical issues that are not within the control of the Contractor or the Department (third party) and any impact they had or may have on the Critical Path.
6. provide a description of any possible considerations to improve the probability of completing the project early or on time.
7. compare Early and Late Dates for activities on the Critical Path and describe reasons for changes in the top three (3) most critical paths.
8. describe the Contractor's plan, approach, methodologies, and resources to be employed for completing the various operations and elements of the Work for the top three (3) most critical paths. For update schedules, describe and propose changes to those plans and verify that a Proposal Schedule is not required.
9. describe, in general, the need for shifts that are not 5 days/week, 8 hours/day, the holidays that are inserted into each calendar and a tabulation of each calendar that has been used in the schedule.
10. describe any out-of-sequence logic and provide an explanation of why each out-of-sequence activity does not require a correction, if one has not been provided, and an adequate demonstration that these changes represent the basis of how these activities will be built, including considerations for resources, dependencies, and previously approved production rates.
11. identify any possible duration increases resulting from actual or anticipated unit price item quantity overruns as compared to the baseline duration, with a corresponding suggestion to mitigate any possible delays to the Critical Path. If the delay is anticipated to impact the Critical Path, refer to Subsections 4.06 – Increased or Decreased Contract Quantities and 8.10 – Determination and Extension of Contract Time for Completion and submit a letter to the Engineer notifying of a potential delay.
12. include a schedule log consisting of the name of the schedule, the data date and the date submitted.
13. include and describe any notifications, communications and coordination meetings with third-parties such as utility companies that occurred from the last update including personnel names, job titles and contact information, date of meeting(s)/correspondence(s), topics discussed, and reasons the third party provided for deviations from the PUC form.

SECTION 722 (Continued)**B. CPM Bar Charts**

One (1) timescaled bar chart containing all activities shall be prepared and submitted using a scale that yields readable plots and that meets the requirements of Subsection 722.61 – Schedule Content and Preparation Requirements. Activities shall be linked by logic ties and shown on their Early Dates. Critical Paths shall be highlighted, and Total Float shall be shown for all activities.

A second timescaled bar chart shall also be prepared containing only the Critical Path or, if the Critical Path is not the longest path, the Longest Path using a scale that yields readable plots and that meets the requirements of Subsection 722.61 – Schedule Content and Preparation Requirements. Activities shall be linked by logic ties and shown on their Early Dates. Total Float shall be shown for all activities.

C. Detailed Activity Schedule Comparisons

A Detailed Activity Schedule Comparison (DASC) is a simple reporting tool in the format of a graphical report that will provide Resident Engineers with immediate, timely and up-to-date information. The DASC consists of an updated bar chart that overlays the current time period's bar chart onto the previous time period's bar chart for an easily read comparison of progress during the present and previous reporting periods.

D. Activity Cost Report and Monthly Cash Flow Projections (Type A only)

With each Contractor Quantity Estimate (CQE), the Contractor shall submit an Activity Cost Report and Cash Flow Projection that includes all activities grouped by Contract Bid Item.

The Activity Cost Report shall be generated from the Schedule of Record and shall be the basis of the Monthly Cash Flow Projection. Within each contract Bid Item, activities shall be sequenced by ascending activity identification number and shall show:

1. activity ID and description,
2. forecast start and finish dates for each activity and,
3. when submitted as a revised schedule, actual start, and finish dates for each completed activity.
4. any variance to the estimated contract quantity shall be shown.

E. Resource Graphs (Type A only)

Monthly and cumulative resource graphs for the remaining Contract period using the Early Dates and Late Dates in the Contract Progress Schedule shall be included as part of each schedule submittal.

SECTION 722 (Continued)**F. Projected Spending Reports**

A Projected Spending Report (PSR) shall be prepared and submitted monthly. The PSR shall indicate the monthly spending (cash flow) projection for each month from NTP to Contractor Field Completion (CFC). Each month's actual spending shall be calculated using all CQEs paid during that month. The Projected Spending Report (PSR) shall be depicted in a tabular format and provided in both an .XLS and .PDF.

722.63. Progress Schedule Requirements**A. Baseline Schedule**

The Baseline Schedule shall be due thirty (30) Calendar Days after Notice to Proceed (NTP). The Baseline Schedule shall only reflect the Work awarded to the Contractor and shall not include any additional work involving Extra Work Orders or any other type of alleged delay. The Baseline Schedule shall be prepared and submitted in accordance with Subsections 722.61 - Schedule Content and Preparation Requirements and 722.62 - Submittal Requirements. Once the Baseline Schedule has been accepted by the Engineer, with or without comments, it shall represent the as-planned schedule for the Work and become the Contract Progress Schedule of Record until such time as the schedule is updated or revised under Subsections 722.63.C - Contract Progress Schedules / Monthly Updates, 722.64.C - Recovery Schedules and 722.64.D - Proposal Schedules.

The Cost and Resource-Loading information (Types A and B only) shall be provided by the Contractor within forty-five (45) Calendar Days after NTP.

The Engineer's review comments on the Baseline Schedule and the Contractor's responses to them will be maintained for the duration of the Contract and will be used by the Engineer to monitor the Contractor's work progress by comparing it to the Contract Progress Schedule / Monthly Update.

B. Interim Progress-Only Schedule Submissions

The first monthly update of the Contract Progress Schedule/Monthly Update is due within seventy (70) Calendar Days after Notice to Proceed (NTP.) The Baseline Schedule review period ends at sixty (60) Calendar Days after NTP, see Subsection 722.60.B - Schedule Reviews by the Department. If the Baseline Schedule has not been accepted within sixty (60) Calendar Days after NTP, an Interim Progress-Only Schedule shall be due within seventy (70) Calendar Days after NTP. The purpose of the Interim Progress-Only Schedule is to document the actual progress of all activities, including non-construction activities, from NTP until the Baseline Schedule is accepted.

SECTION 722 (Continued)**C. Contract Progress Schedules / Monthly Updates**

The first Contract Progress Schedule shall be submitted by the Contractor no later than seventy (70) Calendar Days after NTP. The data date for this first Progress Schedule shall be two months (approximately sixty (60) Calendar Days) after NTP. Subsequent Progress Schedules shall be submitted monthly.

Each Contract Progress Schedule shall reflect progress up to the data date. Updated progress shall be limited to asbuilt sequencing and asbuilt dates for completed and inprogress activities. Asbuilt data shall include actual start dates, remaining Work Days and actual finish dates for each activity, but shall not change any activity descriptions, the Original Durations, or the Original Resources (as planned at the time of bid), without the acceptance of the Engineer. If any activities have been completed out-of-sequence, the Contractor shall propose new logic ties for affected in-progress and future activities that accurately reflect the previously approved sequencing. Alternatively, the Contractor may submit to the Engineer for approval an explanation of why an out-of-sequence activity does not require a correction and an adequate demonstration that the changes accurately represent how the activities will be built, including considerations for resources, dependencies, and previously approved production rates. Once approved by the Engineer, the Contractor may incorporate the changes in the next Contract Progress Schedule/Monthly Update with the affected activities clearly identified and explained in the Schedule Narrative.

No revisions to logic ties, sequence, description, or duration of future activities; or planned resource costs shall be made without prior approval by the Engineer.

Any proposed logic changes for in-progress or future activities shall be submitted to the Engineer for approval before being incorporated into a Contract Progress Schedule. The logic changes must be submitted using a Proposal Schedule or a schedule fragnet submission. Once approved by the Engineer, the Contractor may incorporate the logic in the next Contract Progress Schedule/Monthly Update with the affected activities clearly identified and explained in the Schedule Narrative.

For any proposed changes to the original sequence, description or duration of future activities, the Contractor shall submit to the Engineer for approval an explanation of how the proposed description or duration change reflects how the activity will be progressed, including considerations for resources and previously approved production rates. Any description or duration change that does not accurately reflect how the activity will be progressed will not be approved by the Engineer. Once approved by the Engineer, the Contractor may incorporate the changes in the next Contract Progress Schedule/Monthly Update with the affected activities clearly identified and explained in the Schedule Narrative.

Contract Progress Schedules that extend performance beyond the Contract Time or beyond any Contract Milestone shall not be approved by the Engineer. The Contractor shall submit a Recovery Schedule, or a Time Entitlement Analysis, if any Contract Progress Schedule/Monthly Update indicates a failure to meet the Contract Dates.

SECTION 722 (Continued)**D. Short-Term Construction Schedule**

The Contractor shall provide a Short-Term Construction Schedule that details daily work activities, including any multiple shift work that the Contractor intends to conduct, in a spreadsheet format. The daily activities shall directly correspond to the Contract Progress Schedule activities, with a matching reference to the activity identification number in the Contract Progress Schedule and may be at a greater level of detail. The Short-Term Construction Schedule shall be submitted every two weeks. It shall display all work for a thirty-five (35) Calendar Day period consisting of completed work for the two (2) week period prior and all planned work for the following three (3) week period. The initial submission shall be provided no later than thirty (30) Calendar Days after NTP or as required by the Engineer.

The Contractor shall be prepared to discuss the Short-Term Construction Schedule, in detail, with the Engineer in order to coordinate field inspection staff requirements, the schedule of work affecting abutters and any corresponding work with affected utilities. Short-Term Construction Schedules shall be prepared and submitted in accordance with Subsections 722.61 - Schedule Content and Preparation Requirements and 722.62 - Submittal Requirements.

722.64 Impacted Schedule Requirements**A. Notice of Delay**

The Contractor shall notify the Engineer in writing, with copies to the District and State Construction Engineers, within fifteen (15) of the start of any delays to the Critical Path that are caused by actions or inactions that were not within the control of the Contractor. Delay notifications that are not provided in a letter to the Engineer, such as a delay notification in the schedule narrative, will not be recognized as contractual notice in the determination of any Time Extension related to the impacts to the work associated with this specific alleged delay. Should such a delay continue for more than one (1) week, the Contractor shall note it in the Schedule Narrative until the delay is no longer impacting the Critical Path for the completion of the Contract Milestones. The Engineer will evaluate the alleged delay and its impact and will respond to the Contractor within ten (10) Calendar Days after receipt of a notice of delay.

B. Time Entitlement Analysis

A Time Entitlement Analysis (TEA) shall consist of a descriptive narrative, prepared in accordance with Subsection 722.62.A - Narratives, and an as-built CPM schedule, which may be in the form of a schedule fragnet that has been developed from the project's Contract Progress Schedule of Record, and illustrates the impact of a delay to the Critical Path, Contract Milestones and/or Contract Completion Date as required in Subsection 8.10 - Determination and Extension of Contract Time for Completion. TEAs shall also be used to determine the schedule impact of proposed Extra Work Orders (EWO) as also required in Subsection 8.10.

TEAs shall be prepared and submitted in accordance with the requirements of Subsections 722.61 - Schedule Content and Preparation Requirements and 722.62 - Submittal Requirements and shall be based on the Contract Progress Schedule of Record applicable at the start of the delay or impact from an EWO. A TEA fragnet must start with a specific new activity describing the work contained in either a Notice of Delay previously submitted to the Department per Subsection 722.64.A - Notice of Delay or an EWO.

SECTION 722 (Continued)

TEAs shall be submitted:

1. as part of any Extra Work Order that may impact Contract Time,
2. with a request for a Time Extension,
3. within fifteen (15) Calendar Days after a request for a TEA by the Engineer for any other reason.

A TEA shall be submitted to the Engineer before any Time Extension is granted to the Contractor. Time Extensions will not be granted unless the TEA accurately reflects an evaluation of all past delays and the actual events that occurred that impacted the Critical Path. The TEA must also demonstrate a plan for the efficient completion of all of the remaining work through an optimized CPM Schedule. The analysis shall include all delays, including Contractor-caused delays, and shall be subdivided into timeframes and causes of delays.

TEAs shall incorporate any proposed activities, logic ties, resource considerations, and activity costs required to demonstrate the schedule impacts most efficiently in addition to detailing all impacts to existing activities, logic ties, the Critical Path, Contract Milestones, and the Contract Completion Date. In addition, TEAs shall accurately reflect any changes made to activities, logic ties, restraints, and activity costs, necessitated by an Extra Work Order or other schedule impact, for the completion of the remaining work. The Contractor shall provide TEAs that demonstrate that all delays have been mitigated to the fullest extent possible without requiring an Equitable Adjustment to the original bid basis.

All TEAs shall clearly indicate any overtime hours, additional shifts and the resources that are proposed to be incorporated in the schedule. The Engineer shall have final discretion over the use of overtime hours and additional shifts. The Engineer shall have the right to require that overtime hours and/or additional shifts be used to minimize the duration of Time Extensions if it is determined to be in the best interest of the Department to do so.

When accepted, the changes included in a TEA shall be incorporated into the next Contract Progress Schedule per the requirements of Subsection 722.63.C - Contract Progress Schedules / Monthly Updates. During the review of any TEA, all Contract Progress Schedules shall continue to be submitted as required.

The Engineer may request that the Contractor prepare a Proposal Schedule or a Recovery Schedule to further mitigate any delays that are shown in the accepted TEA or Contract Progress Schedule.

C. Recovery Schedules

The Contractor shall promptly report to the Engineer all schedule delays during the prosecution of the Work. -Contract Progress Schedules that predict performance extended beyond the Contract Time or beyond any Contract Milestone shall not be approved as the schedule of record. This requirement is critical to the Department's ability to make informed decisions regarding Contract Time and costs.

The Contractor shall submit a Recovery Schedule within fifteen (15) Calendar Days of a Contract Progress Schedule submission that shows failure to meet the Contract Dates unless a recovery schedule is waived by the Department. Waiving the recovery schedule does not relieve the contractor of the responsibility for the delay. The Department may revoke the waiver of a Recovery Schedule, at which time a Recovery Schedule shall be submitted within fifteen (15) Calendar Days of the Contractor being notified.

Changes represented in accepted Recovery Schedules shall be incorporated into the next Contract Progress Schedule.

SECTION 722 (Continued)**D. Proposal Schedules**

A Proposal Schedule is an alternative schedule used to evaluate proposed changes to the Contract scope or significant alternatives to previously approved approaches to complete the Work, which may include changes to activity durations, logic, and sequence. For Types A and B Schedules, the Proposal Schedule shall be cost and resource loaded.

A Proposal Schedule may be requested by the Department at any time or may be offered by the Contractor. The Engineer may request that the Contractor prepare a Proposal Schedule to further mitigate any delays that are shown in an accepted TEA or Contract Progress Schedule.

The Contractor shall submit the Proposal Schedule within thirty (30) Calendar Days of a request from the Department.

The Proposal Schedule shall not be considered a Schedule of Record until the logic, durations, narrative, and basis of the Proposal Schedule have been accepted by the Engineer. If the Proposal Schedule took the form of a fragnet, it must be incorporated into the Contract Progress Schedule of Record showing the current progress of all other activities and the impacts/results of the changes made by the Proposal Schedule before the Proposal Schedule is accepted by the Department.

Proposal Schedules shall clearly indicate any proposed acceleration including overtime hours, additional shifts, and the resources that are proposed to be incorporated in the schedule. The Engineer shall have final discretion over the use of overtime hours and additional shifts. Proposal Schedules that contain a cost element shall be submitted with a separate Cost Proposal.

Changes represented in the accepted Proposal Schedules shall be incorporated into the next Contract Progress Schedule. During the review of any Proposal Schedule, all Contract Progress Schedules shall continue to be required every month.

E. Disputes

All schedules shall be submitted, reviewed, dispositioned, and accepted in the timely manner specified herein so as to provide the greatest possible benefit to the execution of this Contract.

The Contractor may dispute a decision by the Engineer by filing a claim notice within seven (7) days after the Contractor's request for additional time has been denied or if the Contractor does not accept the number of days granted in a time extension. The Contractor's claim notice shall include a revised time entitlement analysis that sufficiently explains the basis of the time-related claim. Failure to submit the required time entitlement analysis with the claim notice shall result in denial of the Contractor's claim. A determination on the Contractor's claim shall be in accordance with Subsection 7.16 Claims of Contractor for Compensation. Pending resolution of any dispute, the last schedule accepted by the Engineer will remain the Contract Schedule of Record.

SECTION 722 (Continued)**722.65 Schedule Type D Requirements**

This section is to detail the requirements for Type D Schedules and is separate from the requirements listed above. These schedules are intended for a project in which a more formal schedule would not be practical.

Schedules for Type D projects shall be submitted for each work assignment. The Schedule Type D shall be submitted electronically in .XLS and .PDF format and meet the following requirements. The schedule requirements for work assignments that are anticipated to last three weeks or less shall conform to the requirements for Short-term Construction Schedules below.

Work assignments that are anticipated to last longer than three weeks shall submit a bar chart baseline and provided update schedules upon request of the engineer as required under Bar Chart Schedule below in addition to meeting the Short-term Construction schedule requirements.

A. Bar Chart Schedule

A Bar Chart that shall include the following:

- Work Assignment start date.
- Activities to identify.
 - Major work operations broken down to be no longer than 14 days.
 - Procurement of fabricated materials and equipment with long lead times, including time for review and approval of submittals required before procuring and fabricating.
 - The preparation and submission of shop drawings, procedures, and other required submittals, with a planned duration that is to be demonstrated to the Engineer as reasonable.
 - The review and return of shop drawings, procedures, and other required submittals, approved or with comments, the duration of which shall be shown as thirty (30) Calendar Days,
 - Detailed activities to satisfy permit requirements.
 - Subcontractor approvals at fifteen (15) Calendar Days from submittal to response
 - Project Close out activities including a 21-calendar day creation of a punchlist activity and 30 calendar day minimum completion of punchlist activity.
- Interfaces with adjacent work, utility companies, other public agencies, sensitive abutters, and/or any other third-party work affecting the Contract.
- Access Restraints – restrictions on access to areas of the Work
- Traffic work zone set-up and removal, night work and phasing
- Contract Milestones including Full beneficial Use, Substantial Completion and Contractor Field Completion

The Bar Char Schedule shall be provided at the beginning of the project and updated with each work order created for the project.

SECTION 722 (Continued)**B. Short-Term Construction Schedule**

The Contractor shall provide a Short-Term Construction Schedule that details daily work activities, including any multiple shift work that the Contractor intends to conduct, in a spreadsheet format. The daily activities shall directly correspond to the Contract Progress Schedule activities, with a matching reference to the activity identification number in the Contract Progress Schedule and may be at a greater level of detail. See schedule toolkit for suggested format.

The Short-Term Construction Schedule shall be submitted every two weeks. It shall display all work for a thirty-five (35) Calendar Day period consisting of completed work on the assignment for the two week period prior and all planned work for the following three week period. The initial submission shall be provided no later than thirty (30) Calendar Days after NTP or as required by the Engineer.

The Contractor shall be prepared to discuss the Short-Term Construction Schedule, in detail, with the Engineer in order to coordinate field inspection staff requirements, the schedule of work affecting abutters and any corresponding work with affected utilities.

C. Project Spending Report (PSR)

A Projected Spending Report (PSR) shall be prepared and submitted monthly. The PSR shall be for all active work assignments, broken down by work assignment. The PSR shall indicate the monthly spending (cash flow) projection for each month from NTP to Contractor Field Completion (CFC). Each month's actual spending shall be calculated using all CQEs paid during that month. The Projected Spending Report (PSR) shall be depicted in a tabular format and provided in both an .XLS and .PDF

SECTION 722 (Continued)**COMPENSATION****722.80 Method of Measurement****Schedule of Operations (Type A, B and C)**

The project bid documents specify the fixed-price amounts to be paid to the Contractor for the Project Schedule requirements contained herein. Each bidder shall include this fixed price bid item amounts in their bid. Failure to do so may be grounds for the rejection of the bid.

This fixed price amount is for payment purposes only and is separate from what the Department considers to be the Contractor's General Condition costs. If the Contractor deems it necessary to include additional costs to provide all of the requirements of this section, these additional costs shall be included in the Contractor's overall bid price.

All required schedule-related work, including, but not limited to computers, computer software, the planning and coordination with utilities, training, schedule preparation and schedule submittals will be paid for under the fixed price amount.

Twenty percent (20%) of this pay item will be paid upon the Engineer's acceptance of the Contractor's Baseline Schedule, prepared and submitted in accordance with Subsection 722.63.A.

The remaining eighty percent (80%) of this pay item will be paid in equal monthly installments distributed across the Contract Duration from Notice to Proceed (NTP) to Contractor Field Completion (CFC), less the 2 months required for the submittal and review of the Baseline Schedule in accordance with the following formula:

$$\text{Monthly Payment} = \frac{\text{Remaining Fixed Price amount (80\% of the Item Cost.)}}{\text{Contract Duration in whole months} - 2 \text{ months}}$$

The Schedule of Operations pay item will be adjusted to pay for only the actual quantity of schedules that have been submitted in accordance with this section.

Should there be a Time Extension granted to the Contractor, the Engineer may provide an Equitable Adjustment for additional Contract Progress Schedule Updates at intervals directed by the Engineer. The monthly payment will be the basis for this Equitable Adjustment.

Schedule of Operations (Type D)

For projects assigned with Type D schedule requirements, all scheduling work shall be considered incidental to the project with no separate payment under this section.

SECTION 722 (Continued)**722.81 Basis of Payment**

The timely and accurate submission of the Baseline Schedule is critical to the Contract and the Department's ability to make informed decisions. Only payments under Item 740 - Engineer's Field Office and Item 748 - Mobilization will be made until the Baseline Schedule is accepted by the Engineer.

All required schedule-related work, including, but not limited to computers, computer software, the planning and coordination with utilities, training, schedule preparation and schedule submittals (including monthly progress schedules, short-term schedules, project spending reports, TEAs, recovery schedules or impacted schedules) shall be included in this work.

No payment for any other pay item will be processed beyond seventy-five (75) Calendar Days from Notice to Proceed (NTP) until the Baseline Schedule is accepted by the Engineer. Until the Engineer's acceptance of the Baseline Schedule, the combined total of all payments made to the Contractor will be limited to an amount no greater than the total price for Item 748 - Mobilization or 3% of the contract price, whichever is less.

All Contract Progress Schedule Updates submitted later than ten (10) Calendar Days after the CQE (Contract Quantity Estimate) completion date, or greater than forty (40) Calendar Days from the Data Date of the previous submission, will be deemed to be no longer useful and will not qualify for payment. The late submission of Impacted schedules, including TEAs, recovery schedules and proposal schedules will result in the forfeiture of the monthly payment for the month in which they were due and subsequent months until the submission is made. Late submission of missed submittals will not result in recovery of the previously forfeited portion of the Schedule of Operations Fixed Price Payment Item.

Failure to submit schedules as and when required may result in the forfeiture of that portion of the Schedule of Operations Fixed Price Payment and/or the withholding of the full or partial CQE payments by the Engineer.

Failure to submit schedules that are acceptable to the Engineer may result in the forfeiture of that portion of the Schedule of Operations Fixed Price Payment and/or the withholding of the full or partial CQE payments by the Engineer.

The Schedule of Operations pay item will be adjusted to pay for only the actual quantity of schedules that have been submitted in accordance with this section.

The Contractor's failure or refusal to comply with the requirements of this Section shall be reasonable evidence that the Contractor is not prosecuting the Work with due diligence and may result in the Engineer withholding of full or partial payments of all work performed.

722.82 Payment Items

722.1 SCHEDULE OF OPERATIONS (TYPE A) - FIXED PRICE \$ _____ LUMP SUM

722.2 SCHEDULE OF OPERATIONS (TYPE B) - FIXED PRICE \$ _____ LUMP SUM

722.3 SCHEDULE OF OPERATIONS (TYPE C) - FIXED PRICE \$ _____ LUMP SUM

SCHEDULE OF OPERATIONS - SCHEDULE TYPE

The applicable schedule type for this project is Type D.

ITEM 102.001**LONG REACH EXCAVATOR****HOURLY**

The work under this Item shall consist of furnishing a long reach hydraulic excavator with hydraulic thumb as directed by the Engineer. The excavator shall have a minimum 50' reach at ground level and be able to be transported in one piece.

Work under this item includes beaver dam removal, removing beaver debris from culverts, dredging of waterways, reshaping of banks, mucking out of channels and other related work in and along bodies of water as directed by the Engineer.

The minimum crew size shall consist of an operator and laborer and shall also have a utility truck.

The two-person crew shall also be equipped with waders, eight (8) 2'x8' sheets of 3/4" plywood, 100' of 1/2" wire cable, clamps and 12" grapple hook attachment. The utility truck shall be equipped with a 20" chainsaw, power broom, leaf blower, 14" cutoff saw with concrete and metal cutting blades, shovels, picks, pry bars, and assorted chains.

The laborer shall support the excavator's operations by cutting vegetation, cleanup, moving plywood planks, fastening larger trees and debris with wire cable, and other work as directed by the Engineer. The use of waders may be required to navigate water areas.

Fuel for heavy equipment shall be considered incidental to this item.

Method of Measurement and Basis of Payment

Measurement and payment for the work done under Item 102.001 is by the Hour. Payment shall include full compensation for the operator, equipment, laborer, utility truck and tools, plywood, wire cable, grapple hook, fuel, and other incidental items. Minimum pay limits will be four (4) hours, decimal pay limits will be 0.5 hours thereafter. The compensation shall be for time spent at the job site and travel between job sites and shall not include travel to and from the Contractor's base of operations.

This item shall not be used for work included under any other pay items in this contract.

ITEM 102.002**LOWBED TRAILER****HOURL**

The work under this Item shall consist of furnishing a truck and lowbed trailer for use with Item 102.001. The trailer shall be capable of transporting the long reach excavator in one piece.

Item 102.002 shall be used for travel from jobsite to jobsite in the same work shift. It shall be required that the trailer be on-site for the entire day, unless otherwise directed by the Engineer. Fuel for heavy equipment shall be considered incidental to this item.

Method of Measurement and Basis of Payment

Measurement and payment for the work done under Item 102.002 is by the Hour. Payment shall include full compensation for the driver, equipment, fuel, and incidental items. Minimum pay limits will be four (4) hours, decimal pay limits will be 0.5 hours thereafter. The compensation shall be for time spent at the job site and travel between job sites and shall not include travel to and from the Contractor's base of operations

ITEM 109.1**BACKHOE/LOADER****HOURL**

Under this item, the Contractor shall furnish a backhoe/loader with an operator.

This Item will be used at the direction of the Engineer, for scheduled or non-scheduled (emergency) work, when said work is not suitable for compensation under other Items in this Contract and for specialty work.

Equipment shall be wheel type or track mounted, depending on the terrain conditions with 1.5 cubic yard front bucket, 3-foot (maximum) width backhoe dipper, and various size buckets including trenching bucket or grading bucket. Acceptable equipment includes Case 780D, John Deere 710, Ford 755B, Case 9010, and John Deere 490 or similar.

Method of Measurement and Basis of Payment

Item 109.1 will be measured and paid at the contract unit bid price per Hour for the specified equipment's time actually worked on the project, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work. Compensation shall include the specified equipment's time working on the job site including operator, fuel, and required supervision. Hours shall be calculated to the nearest 15 minutes.

In the event that the Contractor is required to furnish a backhoe/loader on an emergency call-out basis, or an extended shift, the Contractor shall be reimbursed under this item for the backhoe/loader.

No compensation will be paid for travel time from the contractor business base location to the assigned location.

ITEM 109.4**DUMP TRUCK****HOURLY**

This Item is to be used at the direction of the Engineer, for scheduled or non-scheduled (emergency) work, when said work is not suitable for compensation under other Items in this Contract. The Contractor will be reimbursed at the Contract Unit Bid Price, which shall be compensation for the specified equipment including operator. Equipment requirements are as follows:

The dump truck shall be late model vehicle in good condition. The vehicle body shall be in good condition and of such a size to perform the work required up to and including G.V.W. 70 tons and a heated body. The body shall be equipped with a minimum of three gated openings for dispensing material through the tail gate. The purpose of this item is to compensate the Contractor for the furnishing of a truck and driver to support District 2 operations regarding specialty work.

Basis of Payment

Item 109.4 will be paid for at the contract unit bid price per each hour or fraction thereof for the specified equipment's time working on the job site, which price shall include full compensation for all fuel, transportation and incidentals needed to complete the work as required by the Engineer. No compensation will be paid for travel time from the contractor business base location to the assigned location. In addition, no compensation will be paid for travel time to and from each work site.

ITEM 127.1**REINFORCED CONCRETE EXCAVATION****CUBIC YARD**

Work under this Item shall conform to the relevant provisions of Section 120 of the *Standard Specifications*, enclosed sketch, as directed by the Engineer and the following:

Reinforced Concrete Roadway Excavation shall be used for the removal and disposal of sections of deteriorated Reinforced Cement Concrete slabs and headwalls and other reinforced concrete requiring removal to perform the work.

Work under this Item shall include the removal of existing cement concrete in roadway slabs and headwalls and other drainage structures as directed and the saw-cutting of the existing pavement to insure neat lines of excavation and patching. The depth of saw-cuts shall be to the bottom of the cement concrete slabs or to the bottom of the asphalt pavement. The contractor is advised that the anticipated average depth of the reinforced concrete slab is approximately eight (8) inches.

The unit price for the above Items shall be full compensation for all work, including any incidentals not otherwise classified and paid for, and cost encountered in the satisfactory removal and disposal of said materials.

The work to be done under this Item shall conform to the relevant provisions of Section 120 of the *Standard Specifications* supplemented with the following:

Existing deteriorated concrete at the bottom of existing culvert walls or headwalls shall be removed to the limits of sound concrete as directed. If, after sound concrete has been reached, the existing reinforcing steel is fully exposed and less than one (1) inch clearance exists between the sound concrete and the surface of the exposed reinforcing steel, enough sound concrete as is necessary to achieve this one (1) inch minimum clearance shall be removed.

The removal of this sound concrete shall also be included for payment under this Item.

The Contractor shall use approved pneumatic or power hammers, with a maximum mass of (25 lbs), when removing concrete specified under this Item. During the prosecution of this work, the Engineer may reject the use of any prior approved method or equipment that causes excessive vibration or possible damage to the remaining structure.

Concrete shall be removed by an approved method. The Contractor shall take care not to damage exposed reinforcing steel, remaining concrete or any other part of the structure that is to remain. If parts of the structure designated to remain become damaged or otherwise made unusable by the Contractors operations, they shall be replaced by the Contractor at his own expense.

The edges of all areas where concrete is to be removed under this Item shall be saw-cut to a depth of (0.5) inches. All costs in connection with such work shall be considered as included under this Item.

ITEM 127.1 (Continued)

After the concrete has been removed, all exposed reinforcing steel shall be cleaned of all loose rust by wire brushing or other approved means prior to placing the proposed concrete. All costs in connection with such work shall be considered as included in the Contract unit bid price per cubic yard for this Item and no additional compensation to the Contractor will be made. Any loss in the diameter of existing reinforcing bars shall be reported to the Engineer and shall be repaired as directed.

The Contractor is responsible for preventing any debris resulting from demolition, excavation or construction from falling into the waterway beneath. All precautions and costs to install netting, shielding, etc., necessary to assure this shall be considered incidental to this Item. Any equipment, debris, or excavated material that falls into the waterway, due to the Contractor's activities, shall be promptly removed by the Contractor at the Contractor's expense.

Method of Measurement and Basis of Payment

Item 127.1 will be measured at the Contract unit price per Cubic Yard and the quantity paid for shall be the actual number of cubic yards of reinforced concrete excavated, removed and properly disposed. The Contract price shall include all labor, tools, equipment and materials required to complete the work to the satisfaction of the Engineer.

New reinforcing bars needed to replace existing reinforcing bars that were not damaged due to Contractor's operations, will be paid for under Item 910.1.

ITEM 141.1**TEST PIT FOR EXPLORATION****CUBIC YARD**

The work under this Item shall conform to the relevant provisions of Section 140 of the Standard Specifications and the following:

The Contractor shall be aware that Item 141.1 may be the only work scheduled on a particular workday

ITEM 160.2 **CONTROLLED LOW-STRENGTH MATERIAL** **CUBIC YARD**
– MECHANICAL EXCAVATABLE (100-300 PSI)

The work under this item shall conform to the relevant provisions of Section 100 of the Standard Specifications and the following:

Control Density Fill-Excavatable shall conform to the requirements of Section M4.08.0, Type 2E.

Control Density Fill–Excavatable (CDF) shall be used to backfill excavations for concrete roadway base repair and for backfilling pipe culvert, drain, and water pipe trench excavations, as directed by the Engineer.

Method of Measurement and Basis of Payment

Controlled Density Fill–Excavatable will be measured by the cubic yard of material placed within the specified limits as directed (excluding the volume of the pipe barrel or structure.)

Item 153, Controlled Density Fill–Excavatable, will be paid for at the contract unit bid price per Cubic Yard of material measured as described herein. The Contract unit bid price per cubic yard shall be full compensation for all labor, tools, equipment and materials, including delivery to the site, necessary to complete the work to the satisfaction of the Engineer.

ITEM 201 **CATCH BASIN** **EACH**

The work under this item shall conform to the relevant Provisions of Section 201, Construction Standard Drawing E201.3 and E201.4.0 and the following:

Each Catch Basin shall be installed with a 4 foot deep sump, unless directed by the Engineer.

All catch basins shall be placed on a bedding of 6 inches of crushed stone if necessary, to stabilize foundations in accordance with Subsection 150.68.

Where required, cone sections of manholes and catch basins structures shall be replaced with a flat top sections or eccentric sections at no additional cost.

Method of Measurement and Basis of Payment

Measurement for catch basin will be based on a standard unit having a depth of 7.5 feet as measured vertically at the center of structure from the top of grating to the top of floor. When the measured depth exceeds the standard, the number of units paid for will be in the proportion of the measured depth to the standard depth.

No separate payment will be made for excavation (regardless of depth) or bedding foundation, therefore all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 209.3**DROP INLET CHANGE IN TYPE****EACH**

The work to be done under this item shall conform to all of the relevant provisions of Section 150, Section 201., Section 220., and supplemented with the following:

The work consists of reconstructing and change-in type use of existing Type A, B, C, D drop inlets to conform to Type "AF, BF, CF or DF" style drop inlets as shown on Construction Standard Plate Numbers E203.2.0, E203.4.0 and E203.6.0.

The work includes all excavation and restoration of the site.

Each drop inlet shall first be thoroughly cleaned.

The existing structure masonry within 18" as measured from the top of structure shall be removed to the level as required per referenced construction standard details to furnish and install new pre-cast concrete throat(s) and set the new top of the structure and casting at and parallel to the grade of the existing ditch line or as required by the Engineer.

If the Engineer determines that the masonry shows deterioration below the 18" as measured from the top of structure, the structure shall be rebuilt in accordance with Section 220.60.

Backfill placed around the structures shall consist of suitable material thoroughly compacted with mechanical devices.

Pre-cast concrete throats shall be furnished and installed to sit squarely on the inlet structure as shown in the standard drawings.

Method of Measurement and Basis of Payment

Item 209.3 will be paid for at the contract unit price per Each. The unit price shall include structure modification within 18" measured from the top of structure, removing and resetting the existing casting, new drop inlet pre-cast throat(s), necessary excavation, backfill and compaction and restoration to satisfactorily complete the work.

Installation of a drop inlet apron, when required by the Engineer, will be paid for under Item 451.

New frames and grates, if required as determined by the Engineer, will be paid for under the pertinent Item 222. or Item 222.1.

Drop inlets, if required to be rebuilt will be measured per Foot as specified under Item 220.2.

<u>ITEM 220.</u>	<u>DRAINAGE STRUCTURE ADJUSTED</u>	<u>EACH</u>
<u>ITEM 220.2</u>	<u>DRAINAGE STRUCTURE REBUILT</u>	<u>FOOT</u>
<u>ITEM 221.</u>	<u>FRAME AND COVER</u>	<u>EACH</u>
<u>ITEM 222.</u>	<u>FRAME AND GRATE – MASSDOT BAR TYPE</u>	<u>EACH</u>
<u>ITEM 222.1</u>	<u>FRAME AND GRATE - MASSDOT CASCADE TYPE</u>	<u>EACH</u>
<u>ITEM 222.2</u>	<u>FRAME AND GRATE – MASSDOT DROP INLET</u>	<u>EACH</u>

The work under these Items shall conform to the applicable provisions of Section 220 and the following:

Any structure that is in the traveled way and is not at the point of being backfilled and the collar installed at the end of any work day shall be steel plated and backfilled with compacted gravel, level with the roadway. The plates, gravel, and re-excavation of the gravel to complete the drainage structure shall be included in the above item's unit price.

Concrete collars shall be at least 6 inches thick and shall be constructed of 4000 psi, 3/4 inch, 610 Lb. cement concrete (High Early Strength). Concrete for collars shall be brought up to a height that will allow the full depth of hot mix asphalt surface course pavement to be placed above the collar. All concrete collars will be completely coated with (RS-1H) Asphaltic Emulsion before placement of hot mix asphalt.

Method of Measurement and Basis of Payment

Removal and resetting of castings is considered incidental to these Items. The plates, gravel, and re-excavation of the gravel to complete the drainage structure shall be included in the above item's unit price.

Any substandard or damaged castings removed and discarded in conjunction with these items will not be measured but shall be considered incidental to the Contract Items of work. This does not relieve the Contractor of his responsibility pursuant to Subsection 220.61.

The method of payment for Drainage Structure Adjusted, Frame and Covers, Frame and Grate – MassDOT Bar Type, Frame and Grate MassDOT Cascade Type, Frame and Grate MassDOT Drop Inlet is as specified in Section 220.81. The Contract unit bid prices shall be full compensation for all labor, tools, equipment and materials, including the removal and resetting of the casting and installation of the concrete collars, necessary to complete the work.

<u>ITEM 220.01</u>	<u>DRAINAGE STRUCTURE ADJUSTED</u>	<u>EACH</u>
	<u>TURNPIKE (2 FT X 4 FT)</u>	
<u>ITEM 220.02</u>	<u>DRAINAGE STRUCTURE TOP REBUILT</u>	<u>FOOT</u>
	<u>TURNPIKE (2 FT X 4 FT)</u>	

The work under this Item shall conform to the relevant provisions of Section 220 of the Standard Specifications and the following:

General

The work shall consist of adjusting and rebuilding drop inlets.

All work involved in the modification and/or reconstruction of drop inlets shall be completed prior to any roadway resurfacing.

The Contractor shall, in the presence of the Engineer, remove the frames and grates from drop inlets in the scheduled work area for the purpose of inspection. The Engineer will note the condition of the frame at each inlet and determine whether it is suitable for re-use. All existing grates will be replaced and paid under Item 222.4.

Each grate shall be replaced with a hook lock grate immediately after the inspection. The inspection shall be completed before any work begins on drop inlets in the particular work area.

During construction, the Contractor will be required to cover with a steel plate pinned by a method acceptable to the Engineer any inlet that will have its frame and grate off overnight. Frames stored in the median or on the shoulder shall lie flat on the ground. One (1) reflectorized drum is required when work of frame setting and backfilling is completed. Drop Inlets shall be adjusted, rebuilt and repaired in accordance with the details included in this Contract.

Construction Methods

Prior to performing any work, all sand, sediment, debris and foreign material shall be cleaned from the bottom of the drop inlet.

The Contractor will be responsible for the protection of the castings. Any frames damaged during the progress of the construction shall be replaced by the Contractor, at no additional cost to the Department

220.01 and 220.02 (Continued)**Drainage Structure Adjusted**

The work consists of removing and adjusting inlet frames and grates to accommodate the grade of the new pavement at the locations as directed.

The inlet frames and grates shall be thoroughly cleaned with chipping hammers, abrasive blasting and other means as necessary so that all surfaces are free of rust, chunks of concrete or other foreign materials to the satisfaction of the Engineer. The castings shall then be stored and protected from damage until required for reuse.

After the grate and frame have been removed, all existing concrete shall be removed from the top of the drop inlet and disposed as shown. All deteriorated concrete shall be removed from the top of the drop inlet. Any remaining smooth areas shall be thoroughly roughened with chipping hammers to provide a good bond. The newly exposed surfaces shall be moistened with water and coated with a neat grout composed of water and Portland Cement immediately prior to placing the new concrete. The forms shall be placed snugly against the surface of the old concrete and extend beyond the edges a minimum of three inches. They shall be held securely in place and shall not move under the placement of the fresh concrete. The top of the collars shall be set as directed by the Engineer to the proposed grade. The forms shall remain in place a minimum of 72 hours after which the forms shall be carefully removed and fins, spillage and irregularities of new concrete removed as required.

After the forms have been removed and the new concrete has been allowed to cure for a minimum of 14 days, the inlet frame shall be firmly set in a bed of mortar to an elevation parallel to the plane of the finished grade and 1/2 inch below it. Care shall be taken in order to minimize the required depth of the mortar bed which shall be 1/2 inch maximum. The use of excessive depths of mortar will not be permitted.

The area around the frame and beneath the roadway pavement shall be backfilled with 4,000 PSI, 1-1/2", 565 cement concrete to an elevation equal to the bottom of the finish pavement unless otherwise shown on the Plans or directed by the Engineer. The minimum depth of the 4,000 PSI, 1-1/2", 565 cement concrete backfill shall be 8 inches. Concrete shall be cured in accordance with Section 900.

Drainage Structure Top Rebuilt

When the deterioration extends more than 10 inches below the bottom of the casting the repair will be paid under item 220.02, Drop Inlet Top Rebuilt, instead of item 220.01.

The existing castings shall be removed, cleaned, stored, and reset as specified above.

Materials

Mortar for drainage structures shall be composed of equal parts of Portland cement and sand with sufficient water to form a workable mixture. The mixture shall be a stiff workable mixture without having to be re-tempered. Cement concrete shall be 4,000 PSI, 1-1/2", 565.

ITEMS 220.01 and 220.02 (Continued)

Reinforcement for cement concrete masonry shall be epoxy coated reinforcing steel bars conforming to Section 900.

Method of Measurement

Drainage Structure Adjusted –Turnpike (2FT X 4 FT) will be measured by the actual number of drop inlets adjusted to grade, complete in-place and accepted.

Drainage Structure Top Rebuilt –Turnpike (2FT X 4 FT) will be measured by the foot of drop inlets rebuilt, complete in place and accepted

Basis of Payment

Item 220.01 will be paid for at the Contract unit price for each 2 FT x 4 FT drainage structure adjusted which price shall constitute full compensation for removing, cleaning, storing, protecting, and resetting of frame and grate; all excavation; demolition; removal and disposal of material; construction of the reinforced 4,000 PSI, 1-1/2", 565 cement concrete collar furnishing and placing cement concrete backfill and for all materials, labor, tools, and equipment, and all incidentals necessary to complete the work.

Item 220.02 will be paid for at the Contract unit price per foot of 2-ft x 4-ft drainage structures rebuilt which price shall constitute full compensation for removing, cleaning, storing, protecting, and resetting of frame; excavation; demolition; removal and disposal of material; furnishing, placing, and curing 4,000 PSI, 1-1/2", 565 cement concrete and steel reinforcement; furnishing and placing cement concrete backfill and for all materials, labor, tools, and equipment, and all incidentals necessary to complete the work.

All grates to be replaced from age or damage shall be replaced under Item 222.4. If the Engineer determines that the existing frames are damaged and cannot be reused, furnishing and installing new frames will be paid for at the Contract unit price per each under Item 222.5. The resetting of existing castings will be considered incidental to the contract and no specific compensation will be made.

Cleaning of the drop inlets prior to the repairs will be paid for under Item 227.3, Removal and Disposal of Drainage Structure Sediments. Any additional cleaning made necessary as a result of the Contractors work shall be done by the Contractor at no additional cost

ITEM 221.1**FRAME AND COVER – SECURED****EACH**

The work under this Item shall conform to the relevant provisions of Section 201, 220 and the following:

The work to be done under this Item consists of the furnishing and delivering Frame and Cover – Secured to the site as shown on the Plans, and as directed by the Engineer.

Frame and Cover - Secured assemblies shall consist of covers and frames that conform to the nominal size, weight, material and load-carrying requirements in MassDOT Construction Standard Details E 202.6.0, E 202.7.0 and E 202.8.0, and are on the relevant MassDOT Qualified Construction Materials list. Some dimensions of secured manhole covers and frames may vary slightly from those shown on the standard details to account for necessary fastening components. The Contractor shall submit shop drawings of all drainage castings for approval prior to ordering.

Covers and frames shall be held securely together by bolting to threaded holes in the frame or to nuts or tumbler devices secured by the frame, by use of hooks attached to the cover or by any other means approved by MassDOT, to prevent being dislodged under traffic loading. Gaskets and other sealing devices will not be allowed.

Method of Measurement and Basis of Payment

Item 221.1 will be measured and paid at the contract unit bid price per Each Frame and Cover – Secured furnished and delivered to the site.

ITEM 222.4**LARGE HOOK**
LOCK BAR GRATE – FURNISHED AND INSTALLED**EACH**

Work under this Item shall conform to the relevant provisions of Section 200 and the following:

The work consists of furnishing and installing large (2' x 4') hook lock bar grates on existing frames. The grate shall have a parallel bar configuration matching the style of the existing grates with two rows of parallel bars separated by a single bar running perpendicular to the long side of the grate.

The hook lock grates shall fit on frames originally installed as Massachusetts Turnpike Standard Inlet Grate and Frame – Type G1. See the accompanying drawing, “Large Frame and Hook Lock Bar Grate Details.” Sample frames are available for viewing, inspection and test fits at I-90 Maintenance facilities in Chicopee (Mile 52.0) and Warren (Mile 69.9) upon request.

Each grate will have two lock hooks evenly spaced on the short side of the grate that shall hook under the existing frame. The opposite side from the lock hooks shall have one lock tumbler assembly and a lock stop lug centered along the edge of the grate. The lock hooks and lock tumbler assembly shall be as shown on MassDOT Construction Standard Details Drawings E 201.10.0 and E 201.10.1.

The lock tumbler assembly shall consist of a 5/8” x 7” stainless steel hex bolt, a 5/8” stainless steel flat washer, a cast iron tumbler with a 5/8” tapped hole and a stainless steel capture nut. All stainless steel shall be grade 304. The threads of the lock tumbler assembly shall be coated with a no-seize grease prior to installation. The grease shall be lead and copper free.

The grates shall be cast ductile iron conforming to ASTM A536 Grade 80-55-06, 55 + KSI yield strength. The grates shall meet AASHTO M306 requirements, including HS20 loading requirements, test bar testing and weigh at least 460 pounds. Proof-load testing will be performed by an independent nationally recognized testing laboratory approved by the Engineer.

Seat surfaces of the grate shall be machined and the grate shall not rock in the existing frame when installed.

The Contractor shall provide shop drawings to the Engineer for approval. Prior to final shop drawing approval the Contractor shall perform a test installation in the presence of the Engineer at a location to be determined. The Contractor shall also provide the manufacture’s Certificate of Compliance which meets the requirements of Section 6.00.

Existing grates removed shall become the property of the Contractor for proper disposal.

ITEM 222.4 (Continued)**Installation**

Removal of existing masonry in the throat of the drop inlets to accommodate the lock hooks and lock stop lugs will be included under this item. Pockets shall be created by sawcutting the sides and bottom with an approved masonry saw. Separate pockets shall be created for each of the two lock hooks and the tumbler assembly. The bottom of the pocket shall be sloped slightly so that water will not accumulate in the pocket. The remaining masonry shall be removed using a small pneumatic hammer to produce a neat, smooth surface. The pocket shall have 1 inch of clear space around and below the hooks and tumbler assembly. Excess masonry shall not be removed.

Before installation the sides and seat of the existing frame shall be cleaned of all debris so that the grate will fit flush and not rock in the frame.

Epoxy Coating

The completed pockets shall be thoroughly cleaned and then painted with 2 coats of an epoxy coating. The epoxy coating shall be a two-component, solvent-free, high-solids, moisture insensitive epoxy resin. It shall produce a high-build, protective, dampproofing, and waterproofing vapor-barrier system. It shall meet ASTM C 881, Type 1, Grade 2, epoxy resin coating and the following performance criteria:

- A. Properties of the mixed epoxy resin coating:
 - 1. Pot Life at 70oF: 25-40 minutes
 - 2. Tack-Free Time to Touch (4-7 mils): 3-4.5 hours
 - 3. Initial Viscosity (Brookfield Viscometer, Spindle #3; Speed 100): 2200-3400 cps
 - 4. Solid: 100%
 - B. Properties of the cured epoxy resin coating:
 - 1. Total Water Absorption (ASTM D 570) at 7 days: 1.5% max. (2 hour boil)
 - 2. Elongation (ASTM D 522) at 14 days: 5% minimum
 - 3. Abrasion Resistance (ASTM D 968) at 14 days: 40l/mil min.
 - 4. Abrasion (Taber Abrader) at 14 days Weight Loss: 0.7 gm. max.
 - 5. Adhesion Classification (ASTM D 3359) at 14 days: 4A minimum
- Massachusetts Department Of Transportation Highway Division
Proposal No. 613769-129394
A00801 - 60

ITEM 222.4 (Continued)

6. Bond Strength (ASTM C 882)
 - a. 2 day (dry cure): 2000 psi. min.
 - b. 14 day (moist cure): 1500 psi. min.
7. Shrinkage (ASTM C 883): Passes test min.

Method Of Measurement

Measurement for this item shall be measured by the unit each installed in existing frames.

Basis Of Payment

Payment under this item will be at the contract unit price each, complete in place, which will be full compensation for all work, including design submittals, all testing requirements, furnishing the grates, test installation, grate installation, removal of existing masonry in the drop inlets throat, epoxy coating, and the removal and disposal of existing grates.

ITEM 222.5 LARGE FRAME – FURNISHED AND INSTALLED EACH

The work to be performed under these items shall conform to the relevant provisions of Section 200 of the Standard Specifications, Supplemental Specifications, Standard Special Provisions and the following:

Work under this item consists of replacing existing Massachusetts Turnpike Standard Inlet Frames - Type G1 (2'x4') that are found to be unusable.

Method of Measurement

Measurement for this item shall be measured by the unit each furnished and installed. The cost to remove and discard existing frames will be paid under Item 223.2.

Basis of Payment

Payment under this item will be at the contract unit price each, complete in place, which will be full compensation for all work, materials, and equipment to complete the work.

ITEM 226.5**CLEANING WATERWAYS****SQUARE YARD**

The work under this Item shall conform to the relevant provisions of Section 200 and Item 226. and consists of removal of all sand, gravel, spilled concrete, debris, muck, vegetation and all other foreign material from existing cement concrete, asphalt or earthen waterways.

The Contractor may use any method acceptable to the Engineer that will not damage the existing waterway surfaces. Waterways shall be cleaned to the satisfaction of the Engineer.

The provisions of this Item are not to be construed that all work be accomplished with equipment. Special conditions such as location, extraordinary shape due to conduits or public utility pipes, or off pavement work, etc., may require hand work.

Measurement and Payment

The work under Item 226.5 shall be measured and paid at the contract unit price per Square Yard. The contract unit price shall include all labor, equipment, water, and incidentals, including removal and transport of debris to an approved landfill, disposal facility, or recycling facility, and shall include the cost for approvals and permits, necessary to complete the work to the satisfaction of the Engineer.

ITEM 226.9**INTERNAL PIPE INSPECTION BY VIDEO CAMERA****HOURLY**

Work under this Item shall conform to the relevant provisions of Section 200 of the Standard Specifications and consist of inspecting drainage pipes within the limits of the project extending to the discharge ends of each drainage system.

Inspections will be accomplished by use of a self-powered submersible camera system capable of traveling throughout various size and shape drainage systems within the project limits. This Item includes simultaneous use of a video monitor capable of providing full view of all areas and accurate measurements of distance throughout the drainage system.

Video recording of the inspection will be considered incidental to this Item.

The operator will provide to the Engineer a copy of the inspection on DVD or USB drive at no additional compensation.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 226.9 will be measured and paid at the Contract unit price per Hour for each unit ordered into operation by the Engineer. Decimal Pay Limits will be to the nearest 0.5 hour. The contract price shall constitute full compensation for operation, labor, materials, fuel, maintenance, and transportation required to inspect designated drainage systems. No compensation will be made for travel to and from the work site.

<u>ITEM 235.12</u>	<u>12 INCH DRAINAGE PIPE FLARED END - OPTION</u>	<u>EACH</u>
<u>ITEM 235.18</u>	<u>18 INCH DRAINAGE PIPE FLARED END - OPTION</u>	<u>EACH</u>
<u>ITEM 235.24</u>	<u>24 INCH DRAINAGE PIPE FLARED END - OPTION</u>	<u>EACH</u>
<u>ITEM 235.30</u>	<u>30 INCH DRAINAGE PIPE FLARED END - OPTION</u>	<u>EACH</u>
<u>ITEM 235.36</u>	<u>36 INCH DRAINAGE PIPE FLARED END - OPTION</u>	<u>EACH</u>
<u>ITEM 235.42</u>	<u>42 INCH DRAINAGE PIPE FLARED END - OPTION</u>	<u>EACH</u>
<u>ITEM 235.48</u>	<u>48 INCH DRAINAGE PIPE FLARED END - OPTION</u>	<u>EACH</u>

Work under these items shall conform to Section 230 of the *Standard Specifications*, and as directed by the Engineer.

The material shall be Corrugated Plastic or Reinforced Cement Concrete, and shall meet the following requirements:

Corrugated Plastic (Polyethylene) Pipe or Flared Ends	M5.03.10
Reinforced Concrete Pipe or Flared Ends	M5.02.2

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Items 235.12, 235.18, 235.24, 235.30, 235.36, 235.42 and 235.48 will be measured and paid for at the Contract unit Each for each Flared End pipe furnished and installed complete in place.

The Contract price for all above Items shall include all labor, materials, equipment, fittings, couplings, stainless steel rods and nuts and incidental costs required to complete the work.

<u>ITEM 238.08</u>	<u>8-INCH DUCTILE IRON PIPE</u>	<u>FOOT</u>
<u>ITEM 238.10</u>	<u>10-INCH DUCTILE IRON PIPE</u>	<u>FOOT</u>
<u>ITEM 238.12</u>	<u>12-INCH DUCTILE IRON PIPE</u>	<u>FOOT</u>

The work under this Item shall conform to the relevant provisions of Subsection 230. of the *Standard Specifications*, and as directed by the Engineer.

Method of Measurement and Basis of Payment

Item 238.08, 238.10, 238.12 will be measured and paid for at the Contract unit price per foot of pipe furnished and installed, complete in place.

The Contract unit price for the above Item shall include all labor, materials, equipment, fittings, couplings, stainless steel rods, nuts, and incidental costs required to complete the work.

<u>ITEM 258</u>	<u>STONE FOR PIPE ENDS</u>	<u>SQUARE YARD</u>
------------------------	-----------------------------------	---------------------------

Work under this Item shall conform to the relevant provisions of Section 983 of the Standard Specifications and the following:

Stone for Drainage Outlets shall be used over Geotextile fabric at areas designated as splash pads at drainage outlets, and as directed by the Engineer. Work shall be completed as shown on the included sketch entitled "*Treatment for Pipe Ends*".

Stone for Drainage Outlets shall consist of a protective covering of angular shaped stones laid around drainage outlets to insure protection of the outlet, embankment and existing or proposed water courses.

The stone shall be sound, durable rock, angular in shape. Rounded stones, boulder, sandstone, or similar soft stone or relatively thin slabs will not be acceptable. Each stone shall weigh not less than 10 lbs. or more than 100 lbs. At least 75% of the volume shall consist of stone not weighing less than 60 lbs. each. The remainder of the stones shall be so graded that when placed with the larger stones, the entire mass will be compact with a minimum practicable percentage of voids and minimum thickness of 12 inches.

Hand placing or rearranging of individual stone by mechanical equipment may be required to the extent necessary to secure the results specified. The larger stones shall be placed directly at the drainage outlet point to prevent erosion and displacement.

Unless otherwise authorized by the Engineer, the stone shall be placed in conjunction with the construction of the drainage outlets and/or embankment with only sufficient lag in construction of the erosion protection as may be necessary to allow for proper construction of the drainage outlet and/or embankment and to prevent mixture of embankment and modified rockfill.

ITEM 258 (Continued)**Method of Measurement and Basis of Payment**

Stone for Drainage Outlets will be measured by the square yard of material placed within the specified limits as directed by the Engineer.

Stone for Drainage Outlets will be paid at the contract unit price per SQUARE YARD of material measured as described in Method of Measurement. Contract unit price shall include all material, labor, equipment, and incidentals necessary to complete the work in a manner satisfactory to the Engineer. The cost of clearing the area, and any necessary excavation at or adjacent to the proposed stone pad shall be considered incidental to the item. Geotextile fabric shall be considered incidental to the item.

ITEM 280.1**HOT MIX ASPHALT WATERWAY****TON**

The work to be done under this Item shall consist of resurfacing existing paved waterways as directed.

A tack coat of RS-1H asphaltic emulsion shall be applied to the existing waterway prior to paving.

The hot asphalt mixture shall be placed in lifts not to exceed 1½ inches, rolled until the desired finish surface is complete and natural to the surrounding area. The finished top course of asphalt mixture shall be "dense mix". Total overlay thickness shall be a minimum of 1½ inches.

The work shall include cleaning and preparing the existing paved waterway surface. All dirt and debris shall be removed from the paved surface. Weeds, grass and other growth along the edges of the waterway or in cracks in the waterway shall be completely removed prior to the resurfacing operation.

Measurement and Payment

The work done under Item 280.1 will be measured and paid for at the Contract unit price per ton of hot mix asphalt waterway, complete in place, and will be the actual and verified total tons as determined by weight slips that have been properly signed by the Engineer at the time of delivery. The asphaltic emulsion tack coat shall be placed without additional compensation.

ITEM 402.11 DENSE GRADED CRUSHED STONE FOR SHOULDERS TON

The work under this Item shall conform to the relevant provisions of Section 445 and to the following:

As directed by the Engineer, the top portion of shoulders shall be graded with Dense Graded Crushed Stone (DGCS) continuous at all perimeters of the highway pavement.

MATERIAL

This material shall meet the requirements of M2.01.7 with the exception of the fine aggregate which shall consist of stone screenings and the following grading requirements:

<u>Sieve</u> <u>Designation</u>	<u>Percent by Weight Passing</u> <u>Square Mesh Sieves</u>
¾ inch	100
½ inch	80-95
⅜ inch	65-85
No. 4	35-55
No. 16	13-25
300 µm	5-15
75 µm	0-10

CONSTRUCTION METHODS

Construction of the shoulders shall be in conformity with the existing lines and grades. The top surface of the DGCS shall be finish graded and compacted with equivalent cross slope and the elevation of the finish pavement.

Method of Measurement and Basis of Payment

The quantity is to be determined only by weight slips that have been properly countersigned by the Engineer at the time of delivery. Any weight slip not countersigned shall not be included for payment under the Contract.

Item 402.11 will be paid at the contract unit bid price per Ton, complete in place, and shall include full compensation for all labor, equipment, tools and other incidentals necessary for the completion of the work.

ITEM 402.13**PAVEMENT MILLING MULCH FOR SHOULDERS****FOOT****Description**

Work to be done shall conform to the relevant provisions of Section 769 of the Standard Specifications and the following:

The work consists of earthworks to install pavement millings mulch for shoulders at the edge of pavement. The existing shoulder shall be prepared for pavement milling mulch as necessary and directed by the Engineer. The work shall consist of excavation and leveling shoulder area to be mulched. The excavation and leveling of shoulder shall be pushed back down slope on embankment and/or excavated and disposed of on-site level and compacted as directed by the Engineer. Milling mulch shall be graded and compacted to a width of 3 feet and a depth of 4 inches level with the edge of the pavement, top of edging or curb or as directed by the Engineer. No geotextile fabric under the pavement millings shall be installed.

The work shall consist of excavation, fine grading and compacting of pavement milling mulch at turnarounds. Pavement milling mulch shall be compacted 4 inches to the lines and grades as directed by the Engineer.

MATERIALS

Pavement milling mulch shall be smaller than the Standard 1-1/2 inch sieve.

The on-site recycling of pavement millings sourced from the project is encouraged. All pavement milling mulch for shoulders will be accepted based on visual inspection by the Engineer. Mulch material greater than 1 ½ inch shall be removed off-site by the Contractor.

Method of Measurement

Item 402.13 will be measured per FOOT in the longitudinal direction parallel to the edge of road, complete in place.

Basis of Payment

Item 402.13 will be paid per FOOT of material installed which price includes materials, excavation, grading and leveling and disposing on site, compacting and all incidental costs required to complete the work to the satisfaction of the Engineer.

ITEM 570. **HOT MIX ASPHALT CURB - OPTION** **FT**

The work under this Item shall conform to the relevant provisions of Subsection 501. of the *Standard Specifications*, and as directed by the Engineer.

The Engineer shall direct the Contractor which type of curb to install. Options can be found in the MassDOT Construction Standard Details, Drawing Number E106.2.0. Typical installations shown are Type-1, Type-2, Type-3, and as directed by the Engineer.

Method of Measurement and Basis of Payment

Item 570. will be measured and paid for at the Contract unit price per foot, complete in place.

The Contract unit price for the above Item shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 698.2 **GEOTEXTILE FABRIC** **SQUARE YARD**
FOR SUBSURFACE DRAINAGE

The material to be supplied under these Items shall conform to the relevant provisions of Materials Section M9.50.0 Geotextile Fabrics, AASHTO M288, and the following:

Work under these Items includes furnishing and installing filter fabric within infiltration trenches and for slope stabilization, as directed by the Engineer.

In trenches and drainpipe applications, the Contractor shall install geotextile filter fabric for subsurface drainage as shown in the Construction Standard Drawing No. 209.1.0.

In slope treatment applications, the geotextile filter fabric shall be used in areas where the proposed roadway embankment is steeper than 2:1 (horizontal/vertical) and as directed by the Engineer. Excavation and embankment construction shall conform to the relevant provisions of Sections 120 and 150.

The geotextile fabric shall be installed per the manufacturer's instructions and AASHTO M-288, whichever is more stringent. The fabric shall be placed on scarified soil and pinned into place with 6-inch plastic around the fabric's perimeter and at intermediate intervals at 12-inches on center.

The fabric's edges shall be trimmed to meet the limit of treatment (meeting with existing slope) assuring that the edges of the fabric are completely covered by the loam and/or topsoil being placed on top of it. Loam and/or topsoil shall be placed in accordance with the relevant provisions of Section 751. Place Loam and/or topsoil shall be placed carefully over the fabric at a thickness specified by the Engineer in a manner that will ensure the fabric will remain in place.

ITEMS 698.2 (Continued)**Method of Measurement and Basis of Payment**

Item 698.2 will be measured complete in place by the square yard; overlaps shall be measured as a single layer of cloth.

Items 698.2 will be paid at the contract unit price per square yard, which includes full compensation for all labor, equipment and materials and all incidental work necessary to complete the work as specified.

Any required excavation, embankment construction and loam/topsoil spreading shall be paid for under the applicable contract bid items.

Field monitoring shall be performed to verify that fill material placement does not damage the geotextile. Any geotextile damaged during backfill placement shall be replaced as required by the Engineer, at the Contractor's expense.

ITEM 748.1**EMERGENCY RESPONSE****EACH**

Work under this Item shall conform to the relevant provisions of Section 748. of the Standard Specifications, and the following:

Work consists of the movement of personnel, materials, equipment, and incidentals to the project site within a four (4) hour period after notification by the Engineer ready to commence work to address the emergency situation.

This Item is to be used as a means of providing compensation to the Contractor for the costs associated with providing prompt response to emergency situations. Emergency situations, if and when the designation is necessary, will be determined solely by the Engineer.

Method of Measurement and Basis of Payment

Item 748.1 will be measured and paid for at the contract unit price per EACH, which price shall be for each emergency work notification that requires immediate attention. Payment for emergency response shall for emergency response only and is in addition to any other items that may apply toward the completion of each emergency work order. All labor, material and equipment to perform the emergency work will be paid for under the appropriate pay items.

In the event that another emergency occurs at a different location during the period which the contractor's forces have been mobilized these forces shall be redeployed at no additional compensation. The Engineer shall determine if conditions require another crew to be mobilized as a separate emergency response.

In the event that the Contractor does not satisfy the four (4) hour response time, payment for Emergency Response will not be made and the Contractor will be subjected to the Non - Response Damages outlined in this contract.

ITEM 767.121**SEDIMENT CONTROL BARRIER****FOOT**

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

The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barrier may be used to contain stockpile sediments, to break slope length, and to slow or prevent upgradient 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 with biodegradable natural fabric (i.e., cotton, jute, burlap) 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:

- 9-inch compost filter tubes
- Straw bales which shall be trenched

No straw wattles may be used. Additional compost filter tubes (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.

When required by permits, additional sediment barrier shall be stored on-site for emergency use and replacement for the duration of the contract.

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

Sediment control barriers shall be installed in the approximate location as shown on the plans and as required so that no excavated or disturbed soil can enter mitigation areas or adjacent wetlands or waterways. Barriers shall be in place prior to excavation work. No work shall take place outside the barriers.

MATERIALS AND CONSTRUCTION

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

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

ITEM 767.121 (Continued)**Compost Filter Tube**

Compost material inside the filter tube shall meet M1.06.0, except for the following: no peat, 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 made of 100% biodegradable materials (i.e., cotton, hemp or jute) and shall have a knitted mesh with openings that allow for sufficient water flow and effective sediment capture.

Tubes shall be tamped, but not trenched, to ensure good contact with soil. When reinforcement is necessary, tubes shall be stacked as shown on the detail plans.

Straw Bales

Straw bales shall be used if shown on the plans or when specified by Orders of Condition or other permit requirements.

Bales should be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. All bales should be either wire-bound or string-tied. Straw bales should be installed so that bindings are oriented around the sides (rather than along the tops and bottoms) of the bales in order to prevent deterioration of the bindings.

The barrier should be entrenched and backfilled. A trench should be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. The trench must be deep enough to remove all grass and other material which might allow underflow. After the bales are staked and chinked (filled by wedging), the excavated soil should be backfilled against the barrier. Backfill soil should conform to the ground level on the downhill side and should be built up to 4 inches against the uphill side of the barrier.

Each bale should be securely anchored by at least 2 stakes or re-bars driven through the bale. The first stake in each bale should be driven toward the previously laid bale to force the bales together. Stakes or re-bars should be driven deep enough into the ground to securely anchor the bales. For safety reasons, stakes should not extend above the bales but should be driven in flush with the top of the bale.

The gaps between the bales should be chinked (filled by wedging) with straw to prevent water from escaping between the bales. Loose straw scattered over the area immediately uphill from a straw bale barrier tends to increase barrier efficiency. Wedging must be done carefully in order not to separate the bales.

When used in a swale, the barrier should be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment-laden runoff will flow either through or over the barrier but not around it.

ITEM 767.121 (Continued)**Silt Fence**

Materials and Installation shall be per Subsection 670.40 and 670.60 of the Standard Specifications and the following:

Silt fence shall only be used if shown on the plans or when specified by Orders of Condition or other permit requirements.

When used with compost filter tubes, the tube shall be placed on a minimum of 8 inches of folded fabric on the upslope side of the fence. Fabric does not need to be trenched.

When used with straw bales, an 8-inch deep and 4-inch wide trench or V-trench shall be dug on the upslope side of the fence line. One foot of fabric shall be placed in the bottom of the trench followed by backfilling with compacted earth or gravel. Stakes shall be on the down slope side of the trench and shall be spaced such that the fence remains vertical and effective.

Width of fabric shall be sufficient to provide a 36-inch high barrier after fabric is folded or trenched. Sagging fabric will require additional staking or other anchoring.

MAINTENANCE

Maintenance of the sediment control barrier shall be per Subsection 670.60 of the Standard Specifications or per the Stormwater Pollution Prevention Plan (SWPPP), whichever is more restrictive.

The contractor shall inspect the sediment barrier in accordance with relevant permits. At a minimum, barriers shall be inspected at least once every 7 calendar days and after a rain event resulting in 0.25 inches or more of rainfall. Contractor shall be responsible for ensuring that an effective barrier is in place and working effectively for all phases of the Contract.

Barriers that decompose 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 effective water and sediment control, barrier does not necessarily require replacement.

DISMANTLING & REMOVING

Barriers shall be dismantled and/or removed, as required, when construction work is complete and upslope areas have been permanently stabilized and after receiving permission to do so from the Engineer.

Regardless of site context, nonbiodegradable material and components of the sediment barriers, including photo-biodegradable fabric, plastic netting, nylon twine, and silt fence, shall be removed and disposed off-site by the Contractor.

ITEM 767.121 (Continued)

For naturalized areas, biodegradable, natural fabric and material may be left in place to decompose on-site. In urban, residential, or other locations where aesthetics is a concern, the following shall apply:

- Compost filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (as would be done with a soil amendment or mulch). No 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 seeding or existing grasses (i.e., lawn or native grass mix).
- Silt fence, stakes, and other debris shall be removed and disposed off-site. Site shall be restored to a neat and clean condition.

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, will 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 767.9**JUTE MESH****SQUARE YARD**

The work under this item shall conform to the relevant provisions of Section 700 of the Standard Specifications and the following.

The work under this item consists of furnishing and installing jute mesh fabric to prevent soil erosion. Jute mesh shall be placed over all areas of exposed soil in locations shown on the plans or as required by the Engineer.

MATERIALS

Fabric shall be 100% biodegradable woven jute mesh with minimum 1/4" openings.

Anchoring devices shall consist of minimum 8" bio-degradable stakes. Longer stakes shall be used where loose soil or other conditions obligate, as required by the Engineer.

CONSTRUCTION METHODS

Area shall be seeded prior to installation of mesh.

Contractor shall bury ends of fabric in anchor trenches at top and bottom of slopes.

Installation of jute mesh shall be such as to ensure continuous contact with soil without folds or wrinkles. Jute mesh fabric may be joined by overlapping with a minimum 6 inch overlap. Overlap shall be such that upslope fabric is placed over lower slope fabric.

The mesh shall be anchored in place with vertically driven spikes. The spikes shall be driven until their tops are flush with the soil. Spikes shall be placed at 12 inch intervals along the top of a slope and in staggered courses along the face of the slope to achieve a minimum of 3 spikes per square yard, or as manufacturer's recommendations for given site conditions.

Reseed all trenched and otherwise disturbed areas with specified slope seed mix. The Contractor shall maintain the jute mesh and make satisfactory repairs of any areas damaged until acceptance of seed establishment.

METHOD OF MEASUREMENT

Item 767.9 will be measured for payment by the Square Yard, complete in place as measured across the surface of grade and does not include buried or overlapped portions.

BASIS OF PAYMENT

Item 767.9 will be paid for at the contract unit price per Square Yard, which price shall include all labor, materials, equipment, trenching, placing and stapling of jute fabric, reseeding of trenched and disturbed areas, and all incidental costs required to complete the work.

ITEM 853.8 TEMPORARY ILLUMINATION FOR WORK ZONE DAY

The work under this Item shall conform to the relevant provisions of Section 850 of the Standard Specification and the following:

The work under this Item shall include furnishing, deploying and maintaining in proper operating condition a LED balloon diffuser lighting system. These portable light towers shall be used throughout the project area for temporary work zone lighting. The use of unshielded high wattage flood lights shall not be permitted.

These towers shall be used, relocated and adjusted to meet the criteria in Section 850 of the Standard Specifications and the following:

The Contractor shall illuminate the following work zone areas:

- Change in direction (i.e., work zone entrances and exits, crossovers, etc.)
- Tapered areas
- Actual area where the construction is being performed

Light measurement shall be based on the illuminance method and the lighting levels shall be based on the classification of construction activity that is taking place. At no time shall the light level be below 5 fc and the uniformity shall not exceed 6:1. Task Classifications and recommended illumination levels is shown in Table 1.

Task Classifications	Illumination Level	Average Minimum Maintained Illuminance
All work operations areas, setup of lane or road closures, lane closure tapers, and flagging stations, such as: Excavation (all types), Embankment Fill and Compaction, Reworking Shoulders, Asphalt Pavement Rolling, Subgrade, Stabilization and Construction, Base Course Rolling, Sweeping, Cleaning and Landscaping.	Level I	5 foot-candles
Areas on or around construction equipment; asphalt paving, milling, and concrete placement and/or removal, such as, Milling, Removal of Pavement, Asphalt Paving and Resurfacing, Concrete Pavement, Waterproofing and Sealing, Sidewalk Construction, Base Course Grading and Shaping, Surface Treatment, Bridge Decks, Drainage Structures and Drainage Piping, Other Concrete Structures, Barrier Wall and Traffic Separators, Guardrails and Fencing, Striping and Pavement Markings, Repair of Concrete Pavement, Highway Signs, Hole Filling and Repair of Guardrails and Fencing.	Level II	10 foot-candles
Pavement or structural crack/ pothole filling; joint repair, pavement patching and/or repairs, installation of signal/electrical/mechanical equipment, such as, Traffic Signals, Highway Lighting Systems and Crack Filling	Level III	20 foot-candles

TABLE 1
TASK CLASSIFICATIONS AND ILLUMINATION LEVELS

ITEM 853.8 (Continued)

Prior to commencement of work the Contractor shall submit to MassDOT for approval a description of illumination equipment that is proposed to be used on this project, and shall include photometrics that detail the light levels that are to be provided for the particular operation for the type of equipment, level of luminance and height to be installed.

Any potential glare from the lighting system should be considered from each direction and on all approaching roadways and opposing lanes of traffic. Glare from the illumination system should be minimized as much as possible for both workers and motorists in adjacent active travel lanes. If necessary, the Contractor shall provide supplemental hardware, such as, visors, louvers, shields, glare screen and barrier to reduce glare in adjacent active travel lanes.

Equipment mounted lighting may be used to supplement light towers to achieve the required lighting levels for the activity involved per Table 1.

Method of Measurement Basis of Payment

Item 853.8 will be measured and paid for at the contract unit price per DAY. The cost shall include all labor, materials, equipment, tools and all incidentals required for the design and installation of the work zone lighting system. This shall include, but not be limited to lighting submission preparation, wiring connections, equipment relocations, and include all material and labor incidental for a complete, functional and operational work zone illumination system.

The price of this item shall include the material and labor necessary to install any supplemental hardware required to reduce glare on all adjacent active travel lanes.

The per day price shall be full compensation for all “Temporary Illumination for Work Zone” regardless of the number of concurrent work areas, amount of equipment concurrently in use or the durations of or changes of the work shifts per day.

Furnishing, Installing, resetting, modifying and removing equipment for work zone illumination shall be incidental to Item 853.8.

ITEM 874.2 **TRAFFIC SIGN REMOVED AND RESET** **EACH**

The work under this Item shall conform to the relevant provisions of Section 828 of the Standard Specifications and the following:

The work to be done under this item shall include the dismantling, removal, temporary storage, protection, transporting, and resetting of existing warning, regulatory, street signs and various other traffic signs and supports that are removed and reset as directed by the Engineer.

The Contractor shall carefully remove all existing signs, attachment hardware and sign support posts as directed by the Engineer. Existing foundations shall be removed to a depth of at least 6 inches below the existing ground and the holes backfilled with gravel. The surface shall be patched with material to match the existing ground or as directed by the Engineer.

Signs, attachment hardware and sign support posts shall be satisfactorily stored and protected until reset in the proposed work.

All traffic signs shall be installed prior to the pouring of cement concrete. All regulatory signs shall be maintained throughout construction.

Signs, attachment hardware and sign support posts lost, damaged or otherwise made unsuitable for reuse while being removed, transported, stored or reset shall be replaced with new material at no additional cost to the Department. New attachment hardware shall be furnished and installed as necessary to replace any missing or unusable existing hardware.

Method of Measurement and Basis of Payment

Traffic Sign Removed and Reset will be measured and paid for at the Contract unit price per EACH; which price shall include all labor, materials, equipment, the removal and disposal of their supports, gravel backfill, and concrete foundations where required, and all incidental costs required to complete the work.

ITEM 983.11**MODIFIED RIPRAP****TON**

This work shall consist of angular sharp shaped stones dumped in place to form a well graded mass with a minimum of voids, in locations as directed by the Engineer.

Stone for riprap shall be placed on a prepared slope in a manner which will produce a reasonably well graded mass of stone with the minimum percentage of voids and minimum thickness of 2 feet.

The larger stones shall be well distributed and the entire mass of stone shall conform approximately to the gradation specified in Subsection M2.02.2.

Measurement and Payment

The measurement and payment for Item 983.11 Modified Riprap shall be paid for at the contract unit price per ton for the type of stone required complete in place.

ITEM 984.601**DUMPED STONE FOR EROSION CONTROL****TON**

Work under this Item shall conform to the relevant provisions of Section 983 and the following:

Work under this Item shall include the furnishing and placing of stone, as directed by the Engineer. Placement and distribution of stones shall be done in a manner that inserts the smaller stones amongst the larger stones to achieve a compact interlocking mass with a minimum number of voids.

Measurement and Payment

The work under Item 984.601 shall be compensated at the contract unit price per Ton complete in place. The contract unit price shall include the cost of materials, equipment, tools and labor and incidentals necessary to complete the work to the satisfaction of the Engineer.

END OF DOCUMENT

DOCUMENT A00820

**Massachusetts Department of Transportation
Conditions of Custody****REQUEST FOR RELEASE OF MASSDOT AUTOCAD FILES FORM**

(Only to be used following award of contract)

City/Town: DISTRICT 2Project File Number: 614132Contract Number: 132694Project Description: Scheduled and Emergency Drainage Repairs and Improvements at Various Locations

All AutoCAD files are provided solely as a courtesy to facilitate public access to information. MassDOT attempts to provide current and accurate information but cannot guarantee so. MassDOT provides such documents, files or other data "as is" without any warranty of any kind, either expressed or implied, including but not limited to, accuracy, reliability, omissions, completeness and currentness. The Commonwealth of Massachusetts and its Consultants shall not be liable for any claim for damages, including lost profits or other consequential, exemplary, incidental, indirect or special damages, relating in any way to the documents, files or other data accessible from this file, including, but not limited to, claims arising out of or related to electronic access or transmission of data or viruses. Because data stored on electronic media can deteriorate undetected or be modified without our knowledge, MassDOT cannot be held liable for its completeness or correctness. MassDOT makes no representation as to the compatibility of these files beyond the version of the stated CAD software.

By signing this form, I agree that it shall be my responsibility to reconcile this electronic data with the conformed contract documents, and that only the conformed contract documents shall be regarded as legal documents for this Project. I understand that this authorization does not give me the right to distribute the files. I agree to the terms above and wish to receive the AutoCAD files.

This signed form shall be emailed to the Highway Design Engineer at the MassDOT -Highway Division at the following email address:

DOTHighwayDesign@dot.state.ma.us

Attn: AutoCAD Files

Name of person requesting AutoCAD files: _____

Affiliation/Company: _____

Address: _____

Telephone number: _____

Email address: _____

Signature/Date: _____

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT A00875

**POLICY DIRECTIVE P-22-001
AND
POLICY DIRECTIVE P-22-002**

THIS PAGE INTENTIONALLY LEFT BLANK

Number: P-22-001Date: 9/23/22

POLICY DIRECTIVE

Jonathan Gulliver (signature on original)

HIGHWAY ADMINISTRATOR

Off-Site Stockpiling of Soil from MassDOT Construction Projects

Purpose

The purpose of this Policy Directive is to formally establish a policy and procedures for managing and stockpiling soil generated and transported from MassDOT construction projects. This Policy Directive does not supersede any Federal, State, or Local regulations.

Date of Effect

This Policy Directive is effective immediately for all projects, including active construction projects.

For active construction projects and for other projects advertised prior to October 15, 2022, changes to the contract documents needed to implement the requirements of this Policy Directive will be considered on a case-by-case basis and shall be approved by the District Highway Director, as necessary.

For projects advertised on or after October 15, 2022, MassDOT will include the requirements and implementation procedures of this Policy Directive in the construction contract documents.

Policy Requirements

This policy is intended to prevent the off-site relocation of excavated soil generated from MassDOT projects to areas near residential receptors and to control potential fugitive dusts and/or contaminants. To that end, excavated soil may not be moved from the project site without knowledge of the content of the material. Knowledge may include visual field observations for presence of staining, odor, and/or debris, screening with a photoionization detector (PID), laboratory analysis, and/or site history. Pavement millings and other non-soil materials are not subject to the requirements of this Policy Directive.

Moving soil from a MassDOT project site to a temporary off-site storage location must be approved in writing by the District Highway Director.

The Contractor must select a storage location that is at least 500 feet away from residential receptors, as defined herein to include, but not be limited to, residential dwellings, residentially

zoned property, schools, daycare facilities, playgrounds, parks, recreational areas, hospitals, elderly housing and convalescent facilities.

Temporary off-site storage of excavated soil from a MassDOT project is only permissible at a location approved and permitted by MassDOT. The temporary storage location should be located within the same municipality where the soil was excavated, where possible. Stockpiled soil must be securely covered, and appropriate measures must be taken to minimize fugitive dust and erosion.

Signs indicating the source of the soil, the date the soil was generated, and contact information must be erected and maintained until the stockpiled soils are transported to a disposal facility or reused on the project site.

Implementation Procedures

To ensure that off-site storage of excavated soils is managed properly on MassDOT projects, this policy requires the following:

1. Off-Site Stockpile Storage Locations

- a. The Contractor shall provide proposed off-site storage locations to the Engineer for approval at least 30 days prior to transporting soil off site. Off-site storage locations should be in the same municipality as the work site.
- b. The Contractor shall keep excavated soil on site until adequately characterized to the satisfaction of the Engineer.
- c. The Contractor shall provide notification of the approved off-site storage location to the local Board of Health and the Town Manager's/Mayor's Office at least 7-days prior to transporting soil off site.
- d. The Contractor shall provide the Engineer with at least 3-days' notice prior to transporting soil off site.
- e. For off-site storage locations on MassDOT property, the Contractor is required to obtain an Access Permit through the District Permits Office prior to storage of soil or other materials. MassDOT will issue these permits at no cost to the Contractor. Information to be submitted by the Contractor as part of the permit application shall include:
 - i. A description of material to be stored off-site, including available analytical data;
 - ii. A figure of the location with distances to residences and residential receptors; and
 - iii. Anticipated duration of temporary storage.
- f. Stockpile locations should not be within 500 feet of residential receptors (e.g., residential dwellings, residentially zoned property, schools, daycare facilities, playgrounds, parks, recreational areas, hospitals, elderly housing and convalescent facilities).
 - i. If the stockpile location must be within 500 feet of residential receptors, then soil must be less than RCS-1 (per 310 CMR 40.1600) and free of potentially hazardous or regulated items.

- g. For off-site storage locations on non-MassDOT property, the Contractor must notify the property owner(s) at least 7 days prior to transporting material.
- h. Exceptions to these rules will be reviewed by MassDOT and may be approved by the District Highway Director on a case-by-case basis.

2. Off-Site Stockpile Management

- a. The Contractor shall keep soil stockpiles on impermeable surfaces (e.g., asphalt or concrete) or on 10-mil polyethylene sheeting.
- b. The Contractor shall cover soil stockpiles with 10-mil polyethylene sheeting and surround with a berm made of hay bales, straw wattles, or similar.
 - i. Piles that are actively being worked on must be covered and re-secured at the end of the work shift.
- c. The Contractor shall label stockpiles with signs, including:
 - i. Location of origin (including any Release Tracking Numbers)
 - ii. Stockpile ID number (including MassDOT District office-assigned tracking ID, if different)
 - iii. Date of initial accumulation
 - iv. Applicable telephone numbers for the Contractor and MassDOT.
- d. The Contractor shall mitigate fugitive dust at storage locations under the direction of an appropriately trained/certified environmental professional.
- e. The Contractor shall remedy noncompliance with this policy within 48 hours.
- f. The Contractor shall remedy noncompliance with this policy on the SAME DAY for potentially hazardous material, as determined by the Engineer.
- g. The Contractor shall handle excavated soil according to federal, state, and local regulations.
- h. The Contractor shall use appropriate shipping documents for all movements of excavated soil on public roadways (e.g., Bill of Lading, Material Shipping Record, Manifest, Asbestos Waste Shipment Record, etc.).

THIS PAGE INTENTIONALLY LEFT BLANK

Number: P-22-002Date: 9/23/22

POLICY DIRECTIVE

Jonathan Gulliver (signature on original)

HIGHWAY ADMINISTRATOR

Use of MassDOT Property for Staging and other Construction-Related Operations

Purpose

This Policy Directive is intended to address the use of MassDOT property by MassDOT Contractors for construction staging and other construction-related operations that are not specifically defined in the construction contract. Such use of MassDOT property will only be allowed if permitted by the District Office in accordance with 700 CMR 13.00, Approval of Access to MassDOT Highways and Other Property. This includes the use of MassDOT property for staging, laydown, and storage of equipment and materials, including soil excavated from a project site.

This Policy Directive requires the Contractor/applicant to obtain a Non-Vehicular Access Permit from MassDOT to use MassDOT property for these purposes.

This Policy Directive is effective immediately and applies to all MassDOT construction projects.

General Permit Considerations and Conditions

In addition to other normal MassDOT Access Permit procedures, MassDOT shall consider the following during the application, review, implementation and monitoring processes of Access Permits required by this Policy Directive:

- Storage and placement of the Contractor's equipment and materials should not be allowed within the clear zone of the roadway.
- Stockpiled soils should not be located within 500 feet of residential receptors, as defined herein to include, but not be limited to, residential dwellings, residentially zoned property, schools, daycare facilities, playgrounds, parks, recreational areas, hospitals, elderly housing and convalescent facilities.
- The Contractor/applicant shall identify the access/egress locations of the proposed storage areas. MassDOT will only approve locations determined to be safe for roadway users, construction workers and the general public.
- The Contractor may be required to submit a Traffic Management Plan and/or Lighting Plan for MassDOT review and approval as part of the permit application, depending on the proposed use of the area.

- The Contractor shall submit the permit application through MassDOT's online State Highway Access Permit System (SHAPS).
- MassDOT will waive the permit application fee for any application received from a MassDOT Contractor for any permit required by this Policy Directive and will waive any subsequent amendment and extension fees that may otherwise be required.
- MassDOT will review the permit application in accordance with applicable standard procedures and will apply standard permit terms and conditions, as necessary.
- The Resident Engineer will verify that the permit is approved before allowing the Contractor to use the affected area for the requested purpose.
- Areas permitted are for use by the approved applicant only and are not to be shared with or used by other vendors. Subcontractors specifically engaged with the applicant working on the specific MassDOT project will be allowed to use the area in accordance with the terms of the permit.
- Permits are issued on an annual basis and will require the Contractor to file for an extension each year to continue use.

Exemptions from Permit Requirements

Equipment and materials being used for active construction operations and located within the work zone of the construction contract are exempt from this permit requirement, provided they do not interfere with the safety or operation of the roadway or the work zone. Examples of these types of exempt uses are:

- Equipment and materials parked or stored within a protected (barriered) work zone.
- Materials placed in the work zone prior to same-day installation or use.
- Soils excavated temporarily and scheduled to be replaced, such as for trenching operations or for installation of drainage structures.

DOCUMENT B00420

PROPOSAL

DISTRICT 2

For: **Scheduled and Emergency Drainage Repairs and Improvements at Various Locations**

COMMONWEALTH OF MASSACHUSETTS

LOCATION

The work referred to herein is in the Cities and Towns of **DISTRICT 2** in Franklin, Hampden, Hampshire, and Worcester Counties, in the Commonwealth of Massachusetts, and is shown by the locus map (Document 00331) in the Proposal Pamphlet, the work locations extend as follows:

at Various Locations

The contract prices shall include the furnishing of all materials (except as otherwise herein specified), the performing of all the labor requisite or proper, the providing of all necessary machinery, tools, apparatus and other means of construction, the doing of all the abovementioned work in the manner set forth, described and shown in the specifications and on the drawings for the work, and in the form of contract, and the completion thereof within **730 CALENDAR DAYS** upon receipt of a Notice to Proceed.

The Work of this project is described by the following Items and quantities.

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

Project # 614132		Contract # 132694		
Location : DISTRICT2				
Description : Scheduled and Emergency Drainage Repairs and Improvements at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
101.1	0.5	CLEARING AT _____ PER ACRE		
102.001	10	LONG REACH EXCAVATOR AT _____ PER HOUR		
102.002	10	LOWBED TRAILER AT _____ PER HOUR		
103.	8	TREE REMOVED - DIAMETER UNDER 24 INCHES AT _____ EACH		
104.	6	TREE REMOVED - DIAMETER 24 INCHES AND OVER AT _____ EACH		
105.	8	STUMP REMOVED AT _____ EACH		
109.1	40	BACKHOE/LOADER AT _____ PER HOUR		
109.4	40	DUMP TRUCK AT _____ PER HOUR		
120.1	2,000	UNCLASSIFIED EXCAVATION AT _____ PER CUBIC YARD		

Project # 614132		Contract # 132694		
Location : DISTRICT2				
Description : Scheduled and Emergency Drainage Repairs and Improvements at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
127.1	12	REINFORCED CONCRETE EXCAVATION AT _____ PER CUBIC YARD		
141.	150	CLASS A TRENCH EXCAVATION AT _____ PER CUBIC YARD		
141.1	125	TEST PIT FOR EXPLORATION AT _____ PER CUBIC YARD		
142.	7	CLASS B TRENCH EXCAVATION AT _____ PER CUBIC YARD		
144.	40	CLASS B ROCK EXCAVATION AT _____ PER CUBIC YARD		
146.	12	DRAINAGE STRUCTURE REMOVED AT _____ EACH		
151.	1,900	GRAVEL BORROW AT _____ PER CUBIC YARD		
156.	48	CRUSHED STONE AT _____ PER TON		
160.2	9	CONTROLLED LOW-STRENGTH MATERIAL - MECHANICAL EXCAVATABLE (101-300 PSI) AT _____ PER CUBIC YARD		

Project # 614132		Contract # 132694		
Location : DISTRICT2				
Description : Scheduled and Emergency Drainage Repairs and Improvements at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
201.	12	CATCH BASIN AT _____ EACH		
202.	6	MANHOLE AT _____ EACH		
204.	6	GUTTER INLET AT _____ EACH		
205.	2	LEACHING BASIN AT _____ EACH		
207.1	7	DROP INLET, TYPE BF AT _____ EACH		
209.3	5	DROP INLET CHANGE IN TYPE AT _____ EACH		
220.	170	DRAINAGE STRUCTURE ADJUSTED AT _____ EACH		
220.01	5	DRAINAGE STRUCTURE ADJUSTED TURNPIKE (2FT X 4FT) AT _____ EACH		
220.02	6	DRAINAGE STRUCTURE TOP REBUILT TURNPIKE (2FT X 4FT) AT _____ PER FOOT		

Project # 614132		Contract # 132694		
Location : DISTRICT2				
Description : Scheduled and Emergency Drainage Repairs and Improvements at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
220.2	360	DRAINAGE STRUCTURE REBUILT AT _____ PER FOOT		
221.	15	FRAME AND COVER AT _____ EACH		
221.1	14	FRAME AND COVER - SECURED AT _____ EACH		
222.	8	FRAME AND GRATE - MASSDOT BAR TYPE AT _____ EACH		
222.1	42	FRAME AND GRATE - MASSDOT CASCADE TYPE AT _____ EACH		
222.2	15	FRAME AND GRATE - MASSDOT DROP INLET AT _____ EACH		
222.3	6	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD AT _____ EACH		
222.4	3	LARGE HOOK LOCK BAR GRATE - FURNISHED AND INSTALLED AT _____ EACH		
222.5	5	LARGE FRAME - FURNISHED AND INSTALLED AT _____ EACH		

Project # 614132		Contract # 132694		
Location : DISTRICT2				
Description : Scheduled and Emergency Drainage Repairs and Improvements at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
226.5	1,400	CLEANING WATERWAYS AT _____ PER SQUARE YARD		
226.9	74	INTERNAL PIPE INSPECTION BY VIDEO CAMERA AT _____ PER HOUR		
227.3	110	REMOVAL OF DRAINAGE STRUCTURE SEDIMENT AT _____ PER CUBIC YARD		
227.31	220	REMOVAL OF DRAINAGE PIPE SEDIMENT AT _____ PER FOOT		
234.12	450	12 INCH DRAINAGE PIPE - OPTION AT _____ PER FOOT		
234.18	150	18 INCH DRAINAGE PIPE - OPTION AT _____ PER FOOT		
234.24	130	24 INCH DRAINAGE PIPE - OPTION AT _____ PER FOOT		
234.30	130	30 INCH DRAINAGE PIPE - OPTION AT _____ PER FOOT		
234.36	110	36 INCH DRAINAGE PIPE - OPTION AT _____ PER FOOT		

Project # 614132		Contract # 132694		
Location : DISTRICT2				
Description : Scheduled and Emergency Drainage Repairs and Improvements at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
234.42	90	42 INCH DRAINAGE PIPE - OPTION AT _____ PER FOOT		
234.48	90	48 INCH DRAINAGE PIPE - OPTION AT _____ PER FOOT		
235.12	7	12 INCH DRAINAGE PIPE FLARED END - OPTION AT _____ EACH		
235.18	7	18 INCH DRAINAGE PIPE FLARED END - OPTION AT _____ EACH		
235.24	3	24 INCH DRAINAGE PIPE FLARED END - OPTION AT _____ EACH		
235.30	3	30 INCH DRAINAGE PIPE FLARED END - OPTION AT _____ EACH		
235.36	3	36 INCH DRAINAGE PIPE FLARED END - OPTION AT _____ EACH		
235.42	4	42 INCH DRAINAGE PIPE FLARED END - OPTION AT _____ EACH		
235.48	4	48 INCH DRAINAGE PIPE FLARED END - OPTION AT _____ EACH		

Project # 614132		Contract # 132694		
Location : DISTRICT2				
Description : Scheduled and Emergency Drainage Repairs and Improvements at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
238.08	50	8 INCH DUCTILE IRON PIPE AT _____ PER FOOT		
238.10	50	10 INCH DUCTILE IRON PIPE AT _____ PER FOOT		
238.12	50	12 INCH DUCTILE IRON PIPE AT _____ PER FOOT		
258.	110	STONE FOR PIPE ENDS AT _____ PER SQUARE YARD		
269.08	50	8 INCH SLOT-PERFORATED CORRUGATED PLASTIC PIPE (SUBDRAIN) AT _____ PER FOOT		
280.1	200	HOT MIX ASPHALT WATERWAY AT _____ PER TON		
309.	150	DUCTILE IRON FITTINGS FOR WATER PIPE AT _____ PER POUND		
402.11	140	DENSE GRADED CRUSHED STONE FOR SHOULDERS AT _____ PER TON		
402.13	140	PAVEMENT MILLING MULCH FOR SHOULDERS AT _____ PER FOOT		

Project # 614132		Contract # 132694		
Location : DISTRICT2				
Description : Scheduled and Emergency Drainage Repairs and Improvements at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
451.	1,350	HMA FOR PATCHING AT _____ PER TON		
452.	220	ASPHALT EMULSION FOR TACK COAT AT _____ PER GALLON		
504.	50	GRANITE CURB TYPE VA4 - STRAIGHT AT _____ PER FOOT		
514.	5	GRANITE CURB INLET - STRAIGHT AT _____ EACH		
570.	200	HOT MIX ASPHALT CURB - OPTION AT _____ PER FOOT		
580.	200	CURB REMOVED AND RESET AT _____ PER FOOT		
581.	10	CURB INLET REMOVED AND RESET AT _____ EACH		
630.	1,150	HIGHWAY GUARD REMOVED AND RESET AT _____ PER FOOT		
666.	100	CHAIN LINK FENCE REMOVED AND RESET AT _____ PER FOOT		

Project # 614132		Contract # 132694		
Location : DISTRICT2				
Description : Scheduled and Emergency Drainage Repairs and Improvements at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
698.2	1,750	GEOTEXTILE FABRIC FOR SUBSURFACE DRAINAGE AT _____ PER SQUARE YARD		
701.	110	CEMENT CONCRETE SIDEWALK AT _____ PER SQUARE YARD		
748.1	4	EMERGENCY RESPONSE AT _____ EACH		
751.	550	LOAM FOR ROADSIDES AT _____ PER CUBIC YARD		
765.	5,500	SEEDING AT _____ PER SQUARE YARD		
767.121	550	SEDIMENT CONTROL BARRIER AT _____ PER FOOT		
767.9	1,100	JUTE MESH AT _____ PER SQUARE YARD		
769.	1,150	PAVEMENT MILLING MULCH UNDER GUARD RAIL AT _____ PER FOOT		
850.41	140	ROADWAY FLAGGER AT _____ PER HOUR		

Project # 614132		Contract # 132694		
Location : DISTRICT2				
Description : Scheduled and Emergency Drainage Repairs and Improvements at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
851.1	200	TRAFFIC CONES FOR TRAFFIC MANAGEMENT AT _____ PER DAY		
852.	392	SAFETY SIGNING FOR TRAFFIC MANAGEMENT AT _____ PER SQUARE FOOT		
853.403	100	TRUCK MOUNTED ATTENUATOR AT _____ PER DAY		
853.8	3	TEMPORARY ILLUMINATION FOR WORK ZONE AT _____ PER DAY		
856.	20	ARROW BOARD AT _____ PER DAY		
856.12	4	PORTABLE CHANGEABLE MESSAGE SIGN AT _____ PER DAY		
859.	100	REFLECTORIZED DRUM AT _____ PER DAY		
874.2	4	TRAFFIC SIGN REMOVED AND RESET AT _____ EACH		
904.	30	4000 PSI, 3/4 INCH, 610 CEMENT CONCRETE AT _____ PER CUBIC YARD		

Project # 614132		Contract # 132694		
Location : DISTRICT2				
Description : Scheduled and Emergency Drainage Repairs and Improvements at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
910.	120	STEEL REINFORCEMENT FOR STRUCTURES AT _____ PER POUND		
983.11	350	MODIFIED RIPRAP AT _____ PER TON		
984.601	350	DUMPED STONE FOR EROSION CONTROL AT _____ PER TON		
Total Qty:		24,849.5		

*** THIS PAGE IS LEFT BLANK INTENTIONALLY ***

DOCUMENT B00842

**SCHEDULE OF PARTICIPATION
BY MINORITY OR WOMEN BUSINESS ENTERPRISES (M/WBE)**

MASSDOT PROJECT NUMBER: 614132

PROJECT LOCATION: DISTRICT 2

DATE OF BID OPENING:

NAME OF PRIME BIDDER:

Name Address and Phone Number of M/WBE	Name of Activity	(a) M/WBE Contractor Activity Amount	(b) M/WBE Other Business Amount	(c) Total amount eligible for credit under rules in Section VIII of the Special Provisions
Total Bid Amount	TOTALS:	\$		\$
\$	M/WBE Percentage of Total bid:	%		%

Column (a) must be at least one-half of the M/WBE percentage goal.

SIGNATURE: _____ Date: _____ Tel No: _____

NAME AND TITLE (PRINT): _____

BIDDERS ARE CAUTIONED TO REVIEW DOCUMENT 00718 -- SPECIAL PROVISION FOR
PARTICIPATION BY MINORITY OR WOMEN BUSINESS ENTERPRISES AND SERVICE DISABLED
VETERAN OWNED BUSINESS ENTERPRISES.

*** END OF DOCUMENT ***

*** THIS PAGE IS INTENTIONALLY LEFT BLANK. ***

DOCUMENT B00843

MINORITY OR WOMEN'S BUSINESS ENTERPRISE PARTICIPATION LETTER OF INTENT
PAGE 1 OF 2MASSDOT PROJECT NUMBER: 614132

PROJECT LOCATION: DISTRICT 2

DATE OF BID OPENING:

FROM

(Minority or Women's Business Enterprise Company)

TO:

(Name of Prime Contractor)

1. My company is currently certified as an MBE or WBE by the Massachusetts Supplier Diversity Office, formerly known as the State Office of Minority and Women Business Assistance (SOMWBA). There have been no changes affecting the ownership, control or independence of my company since my last certification review.
2. If any such change occurs prior to my company's completion of this proposed work, I will give written notification to your firm and to the Massachusetts Department of Transportation (MassDOT).
3. (For contractor activity only.) My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval from MassDOT; (1) a resume stating the qualifications and experience of the superintendent or foreperson who will supervise on site-work; (2) a list of equipment owned or leased by my firm for use on the project; (3) a list of all projects (public or private) which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall include, for each project, the names and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and my firm's work schedule for the Project.
4. If you are awarded the Contract, my company intends to enter into an agreement with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
5. My firm has the ability to manage, supervise and perform the activity described on the following page.

M/WBE Authorized Signature

Date

MINORITY OR WOMEN'S BUSINESS ENTERPRISE PARTICIPATION LETTER OF INTENT

PAGE 2 OF 2

MASSDOT PROJECT NUMBER: 614132PROJECT LOCATION: DISTRICT 2

DATE OF BID OPENING: _____

NAME OF PRIME BIDDER: _____

<u>Item number</u> if applicable	<u>Description of Activity</u> with notations such as Installation Only, Material Only, or Complete	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
TOTAL AMOUNT:				

M/WBE COMPANY NAME: _____

M/WBE AUTHORIZED SIGNATURE: _____

NAME AND TITLE (PRINT): _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

*** END OF DOCUMENT ***

Rev'd 9/20/19

DOCUMENT B00846

M/WBE OR SDVOBE JOINT CHECK ARRANGEMENT APPROVAL FORM*(to be submitted by Prime Contractor)***Contract No:** 132694 **Project No.** 614132**Location:** DISTRICT 2 **Bid Opening Date:** _____**Project Description:** Scheduled and Emergency Drainage Repairs and Improvements at Various Locations

We have received the attached request for the use of a joint check arrangement from _____, a M/WBE or SDVOBE on the above- referenced Contract and _____, a Material Supplier/Vendor for the subject Contract. The M/WBE or SDVOBE has complied with the requirements of Special Provision Document 00718. In particular, the M/WBE or SDVOBE has:

- a written agreement with the material supplier/vendor;
- applied for credit with the subject material supplier and has supplied the vendor's response;
- shown that it will place all orders to the subject material supplier/vendor;
- made and retains all decision-making responsibilities concerning the materials; and
- provided a Joint Check Agreement that is acceptable to MassDOT;

As the Contractor for the Project, we agree to issue joint checks (made payable to the Material Supplier/Vendor and the M/WBE or SDVOBE) for payment of sums due pursuant to invoices from the Supplier/Vendor and M/WBE or SDVOBE.

Contractor:_____
Company Name_____
Signature
Duly Authorized_____
Printed Name_____
Date_____
Title**SubContractor:**_____
Company Name_____
Signature –
Duly Authorized_____
Printed Name_____
Date_____
Title

*** END OF DOCUMENT ***

*** THIS PAGE IS INTENTIONALLY LEFT BLANK ***

DOCUMENT B00847

JOINT VENTURE AFFIDAVIT*(All Firms)*

- All Information Requested By This Schedule Must Be Answered. Additional Sheets May Be Attached.
- If, there is any change in the information submitted, the Joint Venture parties must inform MassDOT Pre-Qualifications Office (and, if one of the companies is a M/WBE or SDVOBE, the Director of Contract Compliance, Office of Civil Rights) *prior* to such change, in writing, either directly or through the Prime Contractor if the Joint Venture is a subcontractor.
- If the Joint Venture Entity will be the bidder on a prime Contract, it must bid and submit all required documents (insurance, worker's compensation, bonds, etc.) in the name of the Joint Venture Entity.

I. Name of Joint Venture: _____

Type of Entity if applicable (Corp., LLC): _____ Filing State _____

Address of joint venture: _____

Phone No(s) for JV Entity: _____ E-mail: _____

Contact Person(s) _____

Tax ID/EIN of Joint Venture: _____ Vendor Code: _____

II. Identify each firm or party to the Joint Venture:

Name of Firm: _____

Address: _____

Phone : _____ E-mail: _____

Contact person(s) _____

Name of Firm: _____

Address: _____

Phone: _____ E-mail: _____

Contact Person(s) _____

III. Describe the role(s) of the each party to the Joint Venture:_____

- IV. Attach a copy of the Joint Venture Agreement.** The proposed Joint Venture Agreement should include specific details including, but not limited to: (1) the contributions of capital and equipment; (2) work items to be performed by each company's forces, (3) work items to be performed under the supervision of any M/WBE or SDVOBE Venturer; (4) the commitment of management, supervisory and operative personnel employed by the M/WBE or SDVOBE to be dedicated to the performance of the Project; and (5) warranty, guaranty, and indemnification clauses.

V. Attach any applicable Corporate or LLC Votes, Authorizations, etc.

VI. Ownership of the Joint Venture:

A. What is the percentage(s) of each company's ownership in the Joint Venture?

ownership percentage(s): _____

ownership percentage(s): _____

B. Specify percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Sharing of profit and loss: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

(b) Dollar amounts of anticipated on-going contributions: _____

(c) Contributions of equipment (specify types, quality and quantities of equipment to be provided by each firm): _____

4. Other applicable ownership interests, including ownership options or other agreements, which restrict or limit ownership and/or control:

5. Provide copies of all other written agreements between firms concerning bidding and operation of this Project or projects or contracts.

6. Identify all current contracts and contracts completed during the past two (2) years by either of the Joint Venture partners to this Joint Venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint Venture check signing:

B. Authority to enter Contracts on behalf of the Joint Venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (*Identify by name and firm only*):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of Joint Venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "Managing Partner," if any, and describe the means and measure of their compensation:

C. What authority does each firm have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this Contract or the work of this Project?

IX. Personnel of Joint Venture: State the approximate number of personnel (by trade) needed to perform the Joint Venture's work under this Contract. Indicate whether they will be employees of the majority firm, M/WBE or SDVOBE firm, or the Joint Venture.

	Firm 1 (number)	Firm 2 (number)	Joint Venture (number)
Trade			
Professional			
Administrative/Clerical			
Unskilled Labor			

Will any personnel proposed for this Project be employees of the Joint Venture?: _____

If so, who: _____

A. Are any proposed Joint Venture employees currently employed by either firm?

Employed by Firm 1: _____ Employed by firm 2 _____

B. Identify by name and firm the individual who will be responsible for Joint Venture hiring: _____

X. Additional Information. Please state any material facts and additional information pertinent to the control and structure of this Joint Venture.

XI. AFFIDAVIT OF JOINT VENTURE PARTIES. The undersigned affirm that the foregoing statements and attached documents are correct and include all material information necessary to identify and explain the terms and operations of our Joint Venture and the intended participation of each firm in the undertaking. Further, the undersigned covenant and agree to provide to MassDOT current, complete and accurate information regarding actual Joint Venture work, payments, and any proposed changes to any provisions of the Joint Venture, or the nature, character of each party to the Joint Venture. We understand that any material misrepresentation will be grounds for terminating any Contract awarded and for initiating action under Federal or State laws concerning false statements.

Firm 1

Firm 2

Signature
Duly Authorized

Signature
Duly Authorized

Printed Name and Title

Printed Name and Title

Date

Date

*** END OF DOCUMENT ***