

COMMONWEALTH OF MASSACHUSETTS



CONTRACT DOCUMENTS AND SPECIAL PROVISIONS

PROPOSAL NO.	614066-133484
P.V. =	\$1,998,000.00
PLANS	NO

FOR

**Roadside Barrier Reconstruction & Repair at Various Locations
in**

DISTRICT 6

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

This Proposal to be opened and read:

TUESDAY, FEBRUARY 24, 2026 at 2:00 P.M.

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DOCUMENT 00010

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*** 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.

TUESDAY, FEBRUARY 24, 2026 at 2:00 P.M. **

DISTRICT 6**Roadside Barrier Reconstruction & Repair at Various Locations**

****Date Subject to Change**

PROJECT VALUE = \$1,998,000.00

Bidders must be pre-qualified by the Department in the HIGHWAY - CONSTRUCTION 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 \$2.724 per gallon, and gasoline \$2.152 per gallon, and Steel Base Price Index 377.1. 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: Phillip Eng, Interim MassDOT Secretary
Jonathan L. Gulliver, Undersecretary and Highway Administrator
SATURDAY, JANUARY 24, 2026

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.

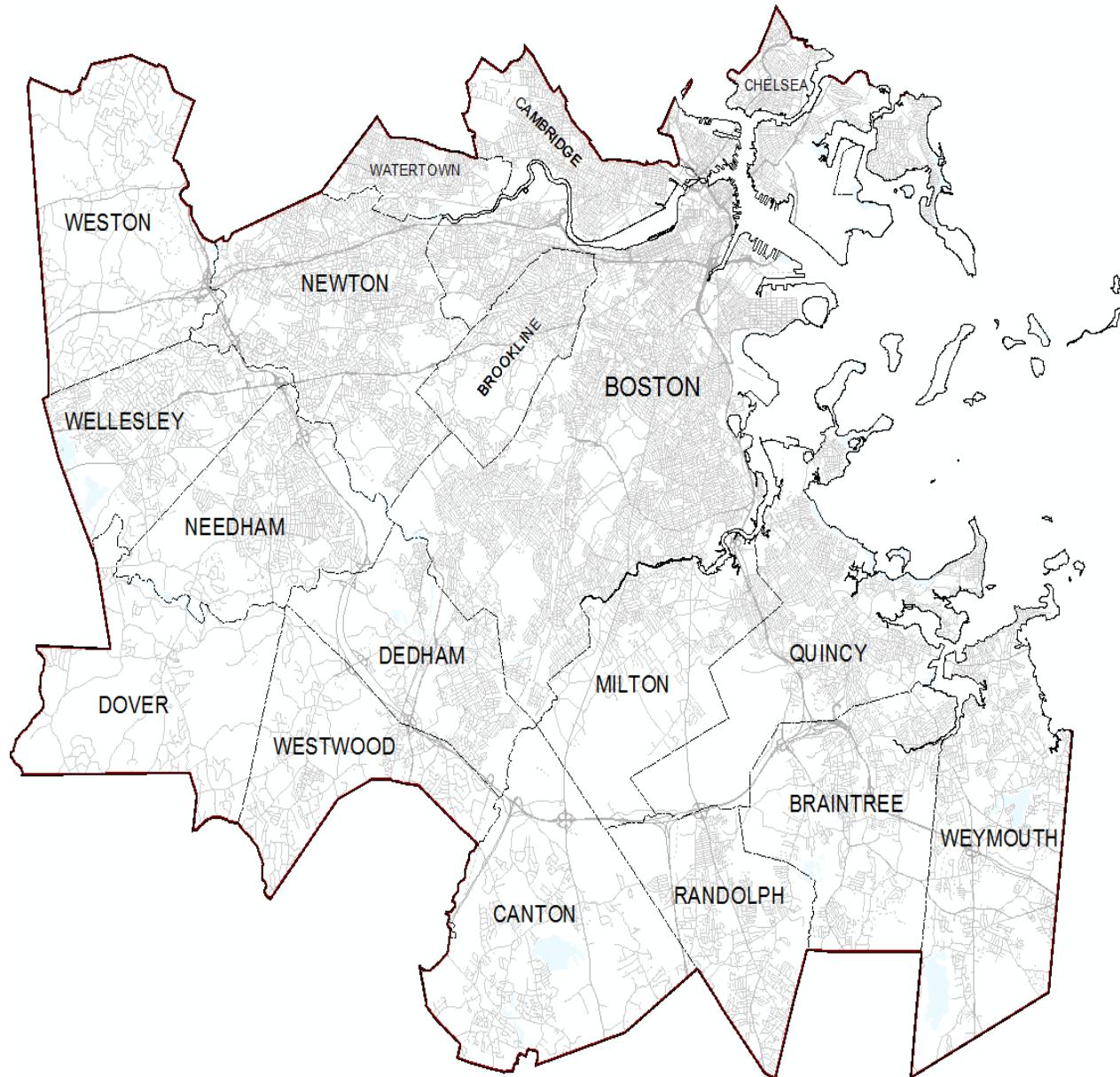
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DOCUMENT 00331

LOCUS MAP

DISTRICT 6
Roadside Barrier Reconstruction & Repair at Various Locations



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DOCUMENT 00439

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/Date

Contractor 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): _____

CONTRACTOR 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 DirectorEXPLANATION OF RATINGS 1 – 9: _____

_____WORK NOT COMPLETED WITHIN SPECIFIED TIME: _____

Revised: 04/28/17

*** END OF DOCUMENT ***

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:

WORK NOT COMPLETED WITHIN SPECIFIED TIME:

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.

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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, furnishing, 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.

M10.16.0: Temporary Barrier

All Temporary Barrier shall be tested to MASH crash testing standards and the results of the following crash test designations must fall within the acceptable impact tolerances and evaluation criteria shown in Table 2-2A of MASH:

- Test Level 2: 2-10, 2-11
- Test Level 3: 3-10, 3-11

M10.16.1: Limited Deflection Temporary Barrier

To be classified as a Limited Deflection Temporary Barrier, the results of MASH Test Designation 3-11 must result in a measured dynamic deflection of 24 in. or less.

M10.16.2: Delineators for Temporary Barrier

Delineators for Temporary Barrier shall consist of a housing, retroreflective material, and an adhesive or mechanical fastener.

Housings for Delineators for Temporary Barrier shall be fabricated from a lightweight polymer material. Metal housings shall not be permitted.

Retroreflection shall be achieved using an acrylic reflector or retroreflective sheeting directly applied to the housing. If used, retroreflective sheeting shall be factory applied and conform to ASTM D4956 Type IV, Type V, or Type IX. A minimum of 8 in.² of reflective material shall be visible on any traffic-facing portion of the delineator.

Delineators shall be attached to temporary barriers using a manufacturer-approved adhesive or mechanical fastener.

END OF SUPPLEMENTAL SPECIFICATIONS

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 bona fide 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 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 of 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.

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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.

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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

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DOCUMENT 00813

SPECIAL PROVISIONS

PRICE ADJUSTMENTS FOR STRUCTURAL STEEL AND REINFORCING STEEL

January 14, 2026

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/Pound X 0.950 = \$0.78/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	\$0.88
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	\$0.88
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	\$0.91
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	\$0.91
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	\$0.95
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	\$1.56
16 ASTM A992/A992M Grade 50S / AASHTO M270M/M270 Grade 50S or 345S Structural Steel Plate	\$0.91
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	\$4.70
19 ASTM A240 Type 316 Stainless Steel	\$4.70
20 ASTM A148 Grade 80/50 Steel Castings (See Note below.)	\$1.61
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	\$1.54
27 ASTM A572 / A572M, Grade 50 Sheetpiling	\$1.54
28 ASTM A36/36M, Grade 50	\$0.88
29 ASTM A570, Grade 50	\$0.85
30 ASTM A572 (AASHTO M223), Grade 50 H-Piles	\$0.88
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	\$0.53

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.

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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.

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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 deduction 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 preceding paragraph by executing Document 00859 Contractor/Subcontractor Certification Form.

Rev'd 03/07/14

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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.

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DOCUMENT 00859

CONTRACTOR/SUBCONTRACTOR CERTIFICATION FORM ‡*The contractor shall submit this completed document 00859 to MassDOT for each subcontract.*

(Contractor)

Date:

(Subcontractor)

 District Approved

Subcontractor

Contract No: 133484

Project No. 614066

Federal Aid No.: NFA

Location: District 6

Project Description: Roadside Barrier Reconstruction & Repair 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: _____

(Print Name and Title)

Address: _____

Telephone Number: _____

(Authorized Signature)

Federal I.D. Number: _____

Estimated Start Date: _____

Estimated Completion Date: _____

Estimated Dollar Amount: _____

(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

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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: Massachusetts Highway
Contract Number: 133484
Description of Work: DISTRICT 6 - Roadside Barrier Reconstruction & Repair at Various Locations
Job Location: Various Locations in DISTRICT 6

City/Town: BOSTON

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 TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2025	\$42.05	\$15.41	\$21.78	\$0.00	\$0.00	\$79.24
	6/1/2026	\$43.05	\$15.41	\$21.78	\$0.00	\$0.00	\$80.24
	8/1/2026	\$43.05	\$15.91	\$21.78	\$0.00	\$0.00	\$80.74
	12/1/2026	\$43.05	\$15.91	\$23.52	\$0.00	\$0.00	\$82.48
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2025	\$41.12	\$15.41	\$21.78	\$0.00	\$0.00	\$78.31
	6/1/2026	\$43.12	\$15.41	\$21.78	\$0.00	\$0.00	\$80.31
	8/1/2026	\$43.12	\$15.91	\$21.78	\$0.00	\$0.00	\$80.81
	12/1/2026	\$43.12	\$15.91	\$23.52	\$0.00	\$0.00	\$82.55
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2025	\$42.24	\$15.41	\$21.78	\$0.00	\$0.00	\$79.43
	6/1/2026	\$43.24	\$15.41	\$21.78	\$0.00	\$0.00	\$80.43
	8/1/2026	\$43.24	\$15.91	\$21.78	\$0.00	\$0.00	\$80.93
	12/1/2026	\$43.24	\$15.91	\$23.52	\$0.00	\$0.00	\$82.67
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR LABORERS LABORERS - ZONE 1	12/1/2025	\$49.35	\$10.15	\$9.50	\$9.65	\$0.00	\$78.65
	6/1/2026	\$50.15	\$10.15	\$9.50	\$9.65	\$0.00	\$79.45
	12/1/2026	\$52.40	\$10.15	\$9.50	\$9.65	\$0.00	\$81.70
	6/1/2027	\$54.00	\$10.15	\$9.50	\$9.65	\$0.00	\$83.30
	12/1/2027	\$55.60	\$10.15	\$9.50	\$9.65	\$0.00	\$84.90
	6/1/2028	\$57.28	\$10.15	\$9.50	\$9.65	\$0.00	\$86.58
	12/1/2028	\$58.95	\$10.15	\$9.50	\$9.65	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2025	\$49.45	\$10.15	\$9.50	\$9.65	\$0.00	\$78.75
	6/1/2026	\$51.00	\$10.15	\$9.50	\$9.65	\$0.00	\$80.30
	12/1/2026	\$52.50	\$10.15	\$9.50	\$9.65	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
ASPHALT RAKER LABORERS LABORERS - ZONE 1	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2025	\$48.95	\$10.15	\$9.50	\$9.65	\$0.00	\$78.25
	6/1/2026	\$50.50	\$10.15	\$9.50	\$9.65	\$0.00	\$79.80
	12/1/2026	\$52.00	\$10.15	\$9.50	\$9.65	\$0.00	\$81.30

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	12/1/2025	\$49.35	\$10.15	\$9.50	\$9.65	\$0.00	\$78.65
LABORERS	6/1/2026	\$50.15	\$10.15	\$9.50	\$9.65	\$0.00	\$79.45
LABORERS - ZONE 1	12/1/2026	\$52.40	\$10.15	\$9.50	\$9.65	\$0.00	\$81.70
	6/1/2027	\$54.00	\$10.15	\$9.50	\$9.65	\$0.00	\$83.30
	12/1/2027	\$55.60	\$10.15	\$9.50	\$9.65	\$0.00	\$84.90
	6/1/2028	\$57.28	\$10.15	\$9.50	\$9.65	\$0.00	\$86.58
	12/1/2028	\$58.95	\$10.15	\$9.50	\$9.65	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	12/1/2025	\$49.45	\$10.15	\$9.50	\$9.65	\$0.00	\$78.75
LABORERS	6/1/2026	\$51.00	\$10.15	\$9.50	\$9.65	\$0.00	\$80.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$52.50	\$10.15	\$9.50	\$9.65	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental	Unemployment	Total Rate
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Apprentice: BOILER MAKER**Effective Date: 1/1/2024**

Step	Percent	Apprentice		Pension	Annuity	Supplemental		Total Rate
		Base Wage	Health			Unemployment		
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$0.00	\$72.10

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	8/1/2025	\$67.95	\$11.49	\$15.57	\$8.02	\$0.00	\$103.03
BRICKLAYERS LOCAL 3	2/1/2026	\$69.30	\$11.49	\$15.57	\$8.02	\$0.00	\$104.38
BRICKLAYERS LOCAL 3 (BOSTON)	8/1/2026	\$71.50	\$11.49	\$15.57	\$8.02	\$0.00	\$106.58
	2/1/2027	\$72.90	\$11.49	\$15.57	\$8.02	\$0.00	\$107.98

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)**Effective Date: 8/1/2025**

Step	Percent	Apprentice		Pension	Annuity	Supplemental		Total Rate
		Base Wage	Health			Unemployment		
1	50.00	\$33.98	\$11.49	\$15.57	\$8.02	\$0.00	\$69.06	
2	60.00	\$40.77	\$11.49	\$15.57	\$8.02	\$0.00	\$75.85	
3	70.00	\$47.57	\$11.49	\$15.57	\$8.02	\$0.00	\$82.65	
4	80.00	\$54.36	\$11.49	\$15.57	\$8.02	\$0.00	\$89.44	
5	90.00	\$61.16	\$11.49	\$15.57	\$8.02	\$0.00	\$96.24	

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

Step	Percent	Apprentice		Pension	Annuity	Supplemental		Total Rate
		Base Wage	Health			Unemployment		
1	50.00	\$34.65	\$11.49	\$15.57	\$8.02	\$0.00	\$69.73	
2	60.00	\$41.58	\$11.49	\$15.57	\$8.02	\$0.00	\$76.66	
3	70.00	\$48.51	\$11.49	\$15.57	\$8.02	\$0.00	\$83.59	
4	80.00	\$55.44	\$11.49	\$15.57	\$8.02	\$0.00	\$90.52	
5	90.00	\$62.37	\$11.49	\$15.57	\$8.02	\$0.00	\$97.45	

Apprentice to Journeyworker Ratio: 1:5

BULLDOZER/GRADER/SCRAPER	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS	12/1/2025	\$49.85	\$10.15	\$9.50	\$9.80	\$0.00	\$79.30
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$51.40	\$10.15	\$9.50	\$9.80	\$0.00	\$80.85
	12/1/2026	\$52.90	\$10.15	\$9.50	\$9.80	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/1/2025	\$48.70	\$10.15	\$9.50	\$9.80	\$0.00	\$78.15
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	\$50.25	\$10.15	\$9.50	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.75	\$10.15	\$9.50	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	12/1/2025	\$49.03	\$10.15	\$9.50	\$9.80	\$0.00	\$78.48
LABORERS	6/1/2026	\$50.58	\$10.15	\$9.50	\$9.80	\$0.00	\$80.03
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$52.08	\$10.15	\$9.50	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	9/1/2025	\$61.44	\$10.33	\$11.47	\$8.50	\$0.00	\$91.74
CARPENTERS	3/1/2026	\$62.94	\$10.33	\$11.47	\$8.50	\$0.00	\$93.24
CARPENTERS -ZONE 1 (Metro Boston)	9/1/2026	\$64.44	\$10.33	\$11.47	\$8.50	\$0.00	\$94.74
	3/1/2027	\$65.94	\$10.33	\$11.47	\$8.50	\$0.00	\$96.24

Apprentice: CARPENTER**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$27.65	\$10.33	\$0.00	\$1.73	\$0.00	\$39.71
2	45.00	\$27.65	\$10.33	\$0.00	\$1.73	\$0.00	\$39.71
3	55.00	\$33.79	\$10.33	\$0.00	\$3.40	\$0.00	\$47.52
4	55.00	\$33.79	\$10.33	\$0.00	\$3.40	\$0.00	\$47.52
5	70.00	\$43.01	\$10.33	\$11.41	\$5.10	\$0.00	\$69.85
6	70.00	\$43.01	\$10.33	\$11.41	\$5.10	\$0.00	\$69.85
7	80.00	\$49.15	\$10.33	\$11.44	\$6.80	\$0.00	\$77.72
8	80.00	\$49.15	\$10.33	\$11.44	\$6.80	\$0.00	\$77.72

Apprentice: CARPENTER**Effective Date: 3/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$28.32	\$10.33	\$0.00	\$1.73	\$0.00	\$40.38
2	45.00	\$28.32	\$10.33	\$0.00	\$1.73	\$0.00	\$40.38
3	55.00	\$34.62	\$10.33	\$0.00	\$3.40	\$0.00	\$48.35
4	55.00	\$34.62	\$10.33	\$0.00	\$3.40	\$0.00	\$48.35
5	70.00	\$44.06	\$10.33	\$11.41	\$5.10	\$0.00	\$70.90
6	70.00	\$44.06	\$10.33	\$11.41	\$5.10	\$0.00	\$70.90
7	80.00	\$50.35	\$10.33	\$11.44	\$6.80	\$0.00	\$78.92

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
8	80.00	\$50.35	\$10.33	\$11.44	\$6.80	\$0.00	\$78.92

Apprentice to Journeyworker Ratio: 1:5

CARPENTER WOOD FRAME	10/1/2025	\$38.79	\$8.09	\$4.47	\$5.00	\$0.00	\$56.35
CARPENTERS	4/1/2026	\$39.59	\$8.09	\$4.47	\$5.00	\$0.00	\$57.15
CARPENTERS -ZONE 1 (Wood Frame)	10/1/2026	\$40.39	\$8.09	\$4.47	\$5.00	\$0.00	\$57.95
	4/1/2027	\$41.19	\$8.09	\$4.47	\$5.00	\$0.00	\$58.75

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	50.00	\$19.40	\$8.09	\$0.00	\$0.00	\$0.00	\$27.49
2	50.00	\$19.40	\$8.09	\$0.00	\$0.00	\$0.00	\$27.49
3	55.00	\$21.33	\$8.09	\$0.00	\$2.00	\$0.00	\$31.42
4	55.00	\$21.33	\$8.09	\$0.00	\$2.00	\$0.00	\$31.42
5	70.00	\$27.15	\$8.09	\$4.47	\$3.00	\$0.00	\$42.71
6	70.00	\$27.15	\$8.09	\$4.47	\$3.00	\$0.00	\$42.71
7	80.00	\$31.03	\$8.09	\$4.47	\$4.00	\$0.00	\$47.59
8	80.00	\$31.03	\$8.09	\$4.47	\$4.00	\$0.00	\$47.59

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 4/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.80	\$8.09	\$0.00	\$0.00	\$0.00	\$27.89
2	50.00	\$19.80	\$8.09	\$0.00	\$0.00	\$0.00	\$27.89
3	55.00	\$21.77	\$8.09	\$0.00	\$2.00	\$0.00	\$31.86
4	55.00	\$21.77	\$8.09	\$0.00	\$2.00	\$0.00	\$31.86
5	70.00	\$27.71	\$8.09	\$4.47	\$3.00	\$0.00	\$43.27
6	70.00	\$27.71	\$8.09	\$4.47	\$3.00	\$0.00	\$43.27
7	80.00	\$31.67	\$8.09	\$4.47	\$4.00	\$0.00	\$48.23
8	80.00	\$31.67	\$8.09	\$4.47	\$4.00	\$0.00	\$48.23

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING	1/1/2026	\$53.24	\$13.35	\$16.43	\$7.78	\$1.80	\$92.60
PLASTERERS AND CEMENT MASONS LOCAL 534	7/1/2026	\$54.49	\$13.35	\$16.43	\$7.78	\$1.80	\$93.85
Plasterers and Cement Masons - Zone 1	1/1/2027	\$55.94	\$13.35	\$16.43	\$7.78	\$1.80	\$95.30
	7/1/2027	\$57.29	\$13.35	\$16.43	\$7.78	\$1.80	\$96.65
	1/1/2028	\$58.64	\$13.35	\$16.43	\$7.78	\$1.80	\$98.00

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.62	\$13.35	\$16.43	\$0.00	\$0.00	\$56.40
2	60.00	\$31.94	\$13.35	\$16.43	\$7.78	\$1.80	\$71.30
3	65.00	\$34.61	\$13.35	\$16.43	\$7.78	\$1.80	\$73.97
4	70.00	\$37.27	\$13.35	\$16.43	\$7.78	\$1.80	\$76.63
5	75.00	\$39.93	\$13.35	\$16.43	\$7.78	\$1.80	\$79.29
6	80.00	\$42.59	\$13.35	\$16.43	\$7.78	\$1.80	\$81.95
7	90.00	\$47.92	\$13.35	\$16.43	\$0.00	\$0.00	\$77.70

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.25	\$13.35	\$16.43	\$0.00	\$0.00	\$57.03
2	60.00	\$32.69	\$13.35	\$16.43	\$7.78	\$1.80	\$72.05
3	65.00	\$35.42	\$13.35	\$16.43	\$7.78	\$1.80	\$74.78
4	70.00	\$38.14	\$13.35	\$16.43	\$7.78	\$1.80	\$77.50
5	75.00	\$40.87	\$13.35	\$16.43	\$7.78	\$1.80	\$80.23
6	80.00	\$43.59	\$13.35	\$16.43	\$7.78	\$1.80	\$82.95
7	90.00	\$49.04	\$13.35	\$0.00	\$7.78	\$0.00	\$70.17

Apprentice to Journeyworker Ratio: 1:5

CHAIN SAW OPERATOR	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2025	\$60.48	\$16.05	\$13.25	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.81	\$16.05	\$13.25	\$3.25	\$0.00	\$94.36
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$63.29	\$16.05	\$13.25	\$3.25	\$0.00	\$95.84

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	12/1/2025	\$37.97	\$16.05	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$38.83	\$16.05	\$13.25	\$3.25	\$0.00	\$71.38
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$39.78	\$16.05	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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	12/1/2025	\$48.75	\$10.15	\$9.50	\$9.65	\$0.00	\$78.05
LABORERS	6/1/2026	\$50.30	\$10.15	\$9.50	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 1	12/7/2026	\$51.80	\$10.15	\$9.50	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.40	\$10.15	\$9.50	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.00	\$10.15	\$9.50	\$9.65	\$0.00	\$84.30
	6/5/2028	\$56.68	\$10.15	\$9.50	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.35	\$10.15	\$9.50	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/1/2025	\$49.75	\$10.15	\$9.50	\$9.65	\$0.00	\$79.05
LABORERS	6/1/2026	\$51.30	\$10.15	\$9.50	\$9.65	\$0.00	\$80.60
LABORERS - ZONE 1	12/7/2026	\$52.80	\$10.15	\$9.50	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.40	\$10.15	\$9.50	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.00	\$10.15	\$9.50	\$9.65	\$0.00	\$85.30
	6/5/2028	\$57.68	\$10.15	\$9.50	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.35	\$10.15	\$9.50	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS	12/1/2025	\$49.50	\$10.15	\$9.50	\$9.65	\$0.00	\$78.80
LABORERS	6/1/2026	\$51.05	\$10.15	\$9.50	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 1	12/7/2026	\$52.55	\$10.15	\$9.50	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.15	\$10.15	\$9.50	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.75	\$10.15	\$9.50	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.43	\$10.15	\$9.50	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.10	\$10.15	\$9.50	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER	12/1/2025	\$49.75	\$10.15	\$9.50	\$9.65	\$0.00	\$79.05
LABORERS	6/1/2026	\$51.30	\$10.15	\$9.50	\$9.65	\$0.00	\$80.60
LABORERS - ZONE 1	12/7/2026	\$52.80	\$10.15	\$9.50	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.40	\$10.15	\$9.50	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.00	\$10.15	\$9.50	\$9.65	\$0.00	\$85.30
	6/5/2028	\$57.68	\$10.15	\$9.50	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.35	\$10.15	\$9.50	\$9.65	\$0.00	\$88.65

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR	12/1/2025	\$49.50	\$10.15	\$9.50	\$9.65	\$0.00	\$78.80
LABORERS	6/1/2026	\$51.05	\$10.15	\$9.50	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 1	12/7/2026	\$52.55	\$10.15	\$9.50	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.15	\$10.15	\$9.50	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.75	\$10.15	\$9.50	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.43	\$10.15	\$9.50	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.10	\$10.15	\$9.50	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	12/1/2025	\$48.75	\$10.15	\$9.50	\$9.65	\$0.00	\$78.05
LABORERS	6/1/2026	\$50.30	\$10.15	\$9.50	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 1	12/7/2026	\$51.80	\$10.15	\$9.50	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.40	\$10.15	\$9.50	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.00	\$10.15	\$9.50	\$9.65	\$0.00	\$84.30
	6/5/2028	\$56.68	\$10.15	\$9.50	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.35	\$10.15	\$9.50	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
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	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
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 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
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 1)							
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	9/1/2025	\$66.17	\$13.00	\$14.37	\$8.72	\$0.00	\$102.26
ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

Apprentice: ELECTRICIAN**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$26.47	\$13.00	\$0.79	\$0.00	\$0.00	\$40.26
2	40.00	\$26.47	\$13.00	\$0.79	\$0.00	\$0.00	\$40.26
3	45.00	\$29.78	\$13.00	\$13.27	\$3.92	\$0.00	\$59.97
4	45.00	\$29.78	\$13.00	\$13.27	\$3.92	\$0.00	\$59.97
5	50.00	\$33.09	\$13.00	\$13.37	\$4.36	\$0.00	\$63.82
6	55.00	\$36.39	\$13.00	\$13.47	\$4.80	\$0.00	\$67.66
7	60.00	\$39.70	\$13.00	\$13.57	\$5.23	\$0.00	\$71.50
8	65.00	\$43.01	\$13.00	\$13.67	\$5.67	\$0.00	\$75.35
9	70.00	\$46.32	\$13.00	\$13.77	\$6.10	\$0.00	\$79.19
10	75.00	\$49.63	\$13.00	\$13.87	\$6.54	\$0.00	\$83.04

Apprentice: ELECTRICIAN**Effective Date: 3/1/2026**

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

Apprentice Notes

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Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	\$77.26	\$16.38	\$11.06	\$10.70	\$0.00	\$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$80.55	\$16.48	\$11.16	\$11.00	\$0.00	\$119.19
ELEVATOR CONSTRUCTORS LOCAL 4							

Apprentice: ELEVATOR CONSTRUCTOR**Effective Date: 1/1/2026**

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: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$38.63	\$0.00	\$0.00	\$0.00	\$0.00	\$38.63
2	55.00	\$42.49	\$16.38	\$11.06	\$10.70	\$0.00	\$80.63
3	65.00	\$50.22	\$16.38	\$11.06	\$10.70	\$0.00	\$88.36
4	70.00	\$54.08	\$16.38	\$11.06	\$10.70	\$0.00	\$92.22
5	80.00	\$61.81	\$16.38	\$11.06	\$10.70	\$0.00	\$99.95

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$40.28	\$0.00	\$0.00	\$0.00	\$0.00	\$40.28
2	55.00	\$44.30	\$16.48	\$11.16	\$11.00	\$0.00	\$82.94
3	65.00	\$52.36	\$16.48	\$11.16	\$11.00	\$0.00	\$91.00
4	70.00	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
5	80.00	\$64.44	\$16.48	\$11.16	\$11.00	\$0.00	\$103.08

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$54.08	\$16.38	\$11.06	\$10.07	\$0.00	\$91.59
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
ELEVATOR CONSTRUCTORS LOCAL 4							

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/1/2025	\$48.95	\$10.15	\$9.50	\$9.65	\$0.00	\$78.25
LABORERS	6/1/2026	\$50.50	\$10.15	\$9.50	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$52.00	\$10.15	\$9.50	\$9.65	\$0.00	\$81.30

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

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/1/2025	\$53.56	\$16.05	\$13.25	\$3.25	\$0.00	\$86.11
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$55.00	\$16.05	\$13.25	\$3.25	\$0.00	\$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$56.29	\$16.05	\$13.25	\$3.25	\$0.00	\$88.84
	5/1/2027	\$57.72	\$16.05	\$13.25	\$3.25	\$0.00	\$90.27

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/1/2025	\$55.17	\$16.05	\$13.25	\$3.25	\$0.00	\$87.72
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$56.62	\$16.05	\$13.25	\$3.25	\$0.00	\$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.92	\$16.05	\$13.25	\$3.25	\$0.00	\$90.47
	5/1/2027	\$59.37	\$16.05	\$13.25	\$3.25	\$0.00	\$91.92

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	11/1/2025	\$26.03	\$16.05	\$13.25	\$3.25	\$0.00	\$58.58
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$26.88	\$16.05	\$13.25	\$3.25	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.64	\$16.05	\$13.25	\$3.25	\$0.00	\$60.19
	5/1/2027	\$28.49	\$16.05	\$13.25	\$3.25	\$0.00	\$61.04

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2025	\$66.17	\$13.00	\$14.37	\$9.00	\$0.00	\$102.54
ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING	9/1/2025	\$52.94	\$13.00	\$13.97	\$6.98	\$0.00	\$86.89
ELECTRICIANS LOCAL 103	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
ELECTRICIANS LOCAL 103	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	12/1/2025	\$47.69	\$16.05	\$13.25	\$3.25	\$0.00	\$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$48.75	\$16.05	\$13.25	\$3.25	\$0.00	\$81.30
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$49.93	\$16.05	\$13.25	\$3.25	\$0.00	\$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/1/2025	\$28.09	\$10.15	\$9.50	\$9.65	\$0.00	\$57.39
LABORERS	6/1/2026	\$29.21	\$10.15	\$9.50	\$9.65	\$0.00	\$58.51
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$29.21	\$10.15	\$9.50	\$9.65	\$0.00	\$58.51
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FLOORCOVERER	9/1/2025	\$57.74	\$10.33	\$11.47	\$8.80	\$0.00	\$88.34
FLOORCOVERERS LOCAL 2168	3/1/2026	\$59.24	\$10.33	\$11.47	\$8.80	\$0.00	\$89.84
FLOORCOVERERS LOCAL 2168 ZONE I	9/1/2026	\$60.74	\$10.33	\$11.47	\$8.80	\$0.00	\$91.34
	3/1/2027	\$62.24	\$10.33	\$11.47	\$8.80	\$0.00	\$92.84
Apprentice: FLOORCOVERER Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.98	\$10.33	\$0.00	\$1.76	\$0.00	\$38.07
2	45.00	\$25.98	\$10.33	\$0.00	\$1.76	\$0.00	\$38.07
3	55.00	\$31.76	\$10.33	\$0.00	\$3.52	\$0.00	\$45.61
4	55.00	\$31.76	\$10.33	\$0.00	\$3.52	\$0.00	\$45.61
5	70.00	\$40.42	\$10.33	\$11.47	\$5.28	\$0.00	\$67.50
6	70.00	\$40.42	\$10.33	\$11.47	\$5.28	\$0.00	\$67.50
7	80.00	\$46.19	\$10.33	\$11.47	\$7.04	\$0.00	\$75.03
8	80.00	\$46.19	\$10.33	\$11.47	\$7.04	\$0.00	\$75.03

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	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75	
2	45.00	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75	
3	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43	
4	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43	
5	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55	
6	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55	
7	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23	
8	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23	

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	12/1/2025	\$37.97	\$16.05	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$38.83	\$16.05	\$13.25	\$3.25	\$0.00	\$71.38
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$39.78	\$16.05	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2026	\$54.85	\$10.35	\$12.00	\$12.60	\$0.00	\$89.80
GLAZIERS LOCAL 35							

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)**Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.43	\$10.35	\$0.00	\$0.00	\$0.00	\$37.78
2	55.00	\$30.17	\$10.35	\$0.00	\$6.88	\$0.00	\$47.40
3	60.00	\$32.91	\$10.35	\$0.00	\$7.50	\$0.00	\$50.76
4	65.00	\$35.65	\$10.35	\$0.00	\$8.13	\$0.00	\$54.13
5	70.00	\$38.40	\$10.35	\$11.95	\$8.75	\$0.00	\$69.45
6	75.00	\$41.14	\$10.35	\$11.95	\$9.38	\$0.00	\$72.82
7	80.00	\$43.88	\$10.35	\$11.95	\$10.00	\$0.00	\$76.18
8	90.00	\$49.37	\$10.35	\$11.95	\$11.25	\$0.00	\$82.92

Apprentice to Journeyworker Ratio: 1:1

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental	Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$0.00	\$94.58

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS**Effective Date: 12/1/2025**

Step	Percent	Apprentice	Health	Pension	Annuity	Supplemental	Total
		Base Wage				Unemployment	
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$16.05	\$13.25	\$3.25	\$0.00	\$68.42
3	65.00	\$38.86	\$16.05	\$13.25	\$3.25	\$0.00	\$71.41
4	70.00	\$41.85	\$16.05	\$13.25	\$3.25	\$0.00	\$74.40
5	75.00	\$44.84	\$16.05	\$13.25	\$3.25	\$0.00	\$77.39
6	80.00	\$47.82	\$16.05	\$13.25	\$3.25	\$0.00	\$80.37
7	85.00	\$50.81	\$16.05	\$13.25	\$3.25	\$0.00	\$83.36
8	90.00	\$53.80	\$16.05	\$13.25	\$3.25	\$0.00	\$86.35

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS**Effective Date: 6/1/2026**

Step	Percent	Apprentice	Health	Pension	Annuity	Supplemental	Total
		Base Wage				Unemployment	
1	55.00	\$33.32	\$0.00	\$0.00	\$0.00	\$0.00	\$33.32
2	60.00	\$36.35	\$16.05	\$13.25	\$3.25	\$0.00	\$68.90
3	65.00	\$39.38	\$16.05	\$13.25	\$3.25	\$0.00	\$71.93
4	70.00	\$42.41	\$16.50	\$13.25	\$3.25	\$0.00	\$75.41
5	75.00	\$45.44	\$16.50	\$13.25	\$3.25	\$0.00	\$78.44
6	80.00	\$48.46	\$16.50	\$13.25	\$3.25	\$0.00	\$81.46
7	85.00	\$51.49	\$16.50	\$13.25	\$3.25	\$0.00	\$84.49
8	90.00	\$54.52	\$16.50	\$13.25	\$3.25	\$0.00	\$87.52

Apprentice to Journeyworker Ratio: 1:6

HVAC (DUCTWORK)	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
SHEETMETAL WORKERS LOCAL 17	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17 - A							

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS)	9/1/2025	\$66.17	\$13.00	\$14.37	\$8.72	\$0.00	\$102.26
ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR)	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
SHEETMETAL WORKERS LOCAL 17	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17 - A							

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58

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

HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HYDRAULIC DRILLS LABORERS LABORERS - ZONE 1	12/1/2025	\$49.35	\$10.15	\$9.50	\$9.65	\$0.00	\$78.65
	6/1/2026	\$50.15	\$10.15	\$9.50	\$9.65	\$0.00	\$79.45
	12/1/2026	\$52.40	\$10.15	\$9.50	\$9.65	\$0.00	\$81.70
	6/1/2027	\$54.00	\$10.15	\$9.50	\$9.65	\$0.00	\$83.30
	12/1/2027	\$55.60	\$10.15	\$9.50	\$9.65	\$0.00	\$84.90
	6/1/2028	\$57.28	\$10.15	\$9.50	\$9.65	\$0.00	\$86.58
	12/1/2028	\$58.95	\$10.15	\$9.50	\$9.65	\$0.00	\$88.25

For apprentice rates see "Apprentice- LABORER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2025	\$49.45	\$10.15	\$9.50	\$9.65	\$0.00	\$78.75
	6/1/2026	\$51.00	\$10.15	\$9.50	\$9.65	\$0.00	\$80.30
	12/1/2026	\$52.50	\$10.15	\$9.50	\$9.65	\$0.00	\$81.80

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

INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2025	\$60.34	\$14.75	\$9.52	\$10.09	\$0.00	\$94.70
	9/1/2026	\$63.76	\$14.75	\$9.52	\$10.09	\$0.00	\$98.12

Apprentice: INSULATOR (PIPES & TANKS)**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$30.17	\$14.75	\$9.27	\$5.05	\$0.00	\$59.24
2	60.00	\$36.20	\$14.75	\$9.32	\$6.05	\$0.00	\$66.32
3	70.00	\$42.24	\$14.75	\$9.37	\$7.06	\$0.00	\$73.42
4	80.00	\$48.27	\$14.75	\$9.42	\$8.07	\$0.00	\$80.51

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

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.88	\$14.75	\$9.27	\$5.05	\$0.00	\$60.95
2	60.00	\$38.26	\$14.75	\$9.32	\$6.05	\$0.00	\$68.38
3	70.00	\$44.63	\$14.75	\$9.37	\$7.06	\$0.00	\$75.81
4	80.00	\$51.01	\$14.75	\$9.42	\$8.07	\$0.00	\$83.25

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER	9/16/2025	\$57.87	\$9.05	\$12.75	\$14.50	\$0.00	\$94.17
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
IRONWORKERS LOCAL 7							
IRONWORKERS LOCAL 7 (BOSTON AREA)							

Apprentice: IRONWORKER/WELDER							
Effective Date: 9/16/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$34.72	\$9.05	\$12.75	\$4.50	\$0.00	\$61.02
2	75.00	\$43.40	\$9.05	\$12.75	\$4.50	\$0.00	\$69.70
3	85.00	\$49.19	\$9.05	\$12.75	\$4.50	\$0.00	\$75.49
4	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

LABORER	12/1/2025	\$48.60	\$10.15	\$9.50	\$9.65	\$0.00	\$77.90
LABORERS	6/1/2026	\$50.15	\$10.15	\$9.50	\$9.65	\$0.00	\$79.45
LABORERS - ZONE 1	12/1/2026	\$51.65	\$10.15	\$9.50	\$9.65	\$0.00	\$80.95
	6/1/2027	\$53.25	\$10.15	\$9.50	\$9.65	\$0.00	\$82.55
	12/1/2027	\$54.85	\$10.15	\$9.50	\$9.65	\$0.00	\$84.15
	6/1/2028	\$56.53	\$10.15	\$9.50	\$9.65	\$0.00	\$85.83
	12/1/2028	\$58.20	\$10.15	\$9.50	\$9.65	\$0.00	\$87.50

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.16	\$10.15	\$9.50	\$9.65	\$0.00	\$58.46
2	70.00	\$34.02	\$10.15	\$9.50	\$9.65	\$0.00	\$63.32
3	80.00	\$38.88	\$10.15	\$9.50	\$9.65	\$0.00	\$68.18
4	90.00	\$43.74	\$10.15	\$9.50	\$9.65	\$0.00	\$73.04

Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$30.09	\$10.15	\$9.50	\$9.65	\$0.00	\$59.39

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	70.00	\$35.11	\$10.15	\$9.50	\$9.65	\$0.00	\$64.41
3	80.00	\$40.12	\$10.15	\$9.50	\$9.65	\$0.00	\$69.42
4	90.00	\$45.14	\$10.15	\$9.50	\$9.65	\$0.00	\$74.44

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY)	12/1/2025	\$48.70	\$10.15	\$9.50	\$9.65	\$0.00	\$78.00
LABORERS	6/1/2026	\$50.25	\$10.15	\$9.50	\$9.65	\$0.00	\$79.55
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.75	\$10.15	\$9.50	\$9.65	\$0.00	\$81.05

Apprentice: LABORER (HEAVY & HIGHWAY)**Effective Date: 12/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.22	\$10.15	\$9.50	\$9.65	\$0.00	\$58.52
2	70.00	\$34.09	\$10.15	\$9.50	\$9.65	\$0.00	\$63.39
3	80.00	\$38.96	\$10.15	\$9.50	\$9.65	\$0.00	\$68.26
4	90.00	\$43.83	\$10.15	\$9.50	\$9.65	\$0.00	\$73.13

Apprentice: LABORER (HEAVY & HIGHWAY)**Effective Date: 6/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$30.15	\$10.15	\$9.50	\$9.65	\$0.00	\$59.45
2	70.00	\$35.18	\$10.15	\$9.50	\$9.65	\$0.00	\$64.48
3	80.00	\$40.20	\$10.15	\$9.50	\$9.65	\$0.00	\$69.50
4	90.00	\$45.23	\$10.15	\$9.50	\$9.65	\$0.00	\$74.53

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER	12/1/2025	\$48.60	\$10.15	\$9.50	\$9.65	\$0.00	\$77.90
LABORERS	6/1/2026	\$50.15	\$10.15	\$9.50	\$9.65	\$0.00	\$79.45
LABORERS - ZONE 1	12/1/2026	\$51.65	\$10.15	\$9.50	\$9.65	\$0.00	\$80.95
	6/1/2027	\$53.25	\$10.15	\$9.50	\$9.65	\$0.00	\$82.55
	12/1/2027	\$54.85	\$10.15	\$9.50	\$9.65	\$0.00	\$84.15
	6/1/2028	\$56.53	\$10.15	\$9.50	\$9.65	\$0.00	\$85.83
	12/1/2028	\$58.20	\$10.15	\$9.50	\$9.65	\$0.00	\$87.50

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/1/2025	\$48.60	\$10.15	\$9.50	\$9.65	\$0.00	\$77.90
LABORERS	6/1/2026	\$50.15	\$10.15	\$9.50	\$9.65	\$0.00	\$79.45
LABORERS - ZONE 1	12/1/2026	\$51.65	\$10.15	\$9.50	\$9.65	\$0.00	\$80.95
	6/1/2027	\$53.25	\$10.15	\$9.50	\$9.65	\$0.00	\$82.55

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	\$54.85	\$10.15	\$9.50	\$9.65	\$0.00	\$84.15
	6/1/2028	\$56.53	\$10.15	\$9.50	\$9.65	\$0.00	\$85.83
	12/1/2028	\$58.20	\$10.15	\$9.50	\$9.65	\$0.00	\$87.50

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/1/2025	\$48.75	\$10.15	\$9.50	\$9.65	\$0.00	\$78.05
LABORERS	6/1/2026	\$50.30	\$10.15	\$9.50	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 1	12/7/2026	\$51.80	\$10.15	\$9.50	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.40	\$10.15	\$9.50	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.00	\$10.15	\$9.50	\$9.65	\$0.00	\$84.30
	6/5/2028	\$56.68	\$10.15	\$9.50	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.35	\$10.15	\$9.50	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY)	12/1/2025	\$48.95	\$10.15	\$9.50	\$9.65	\$0.00	\$78.25
LABORERS	6/1/2026	\$50.50	\$10.15	\$9.50	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$52.00	\$10.15	\$9.50	\$9.65	\$0.00	\$81.30

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

LABORER: MULTI-TRADE TENDER	12/1/2025	\$48.60	\$10.15	\$9.50	\$9.65	\$0.00	\$77.90
LABORERS	6/1/2026	\$50.15	\$10.15	\$9.50	\$9.65	\$0.00	\$79.45
LABORERS - ZONE 1	12/1/2026	\$51.65	\$10.15	\$9.50	\$9.65	\$0.00	\$80.95
	6/1/2027	\$53.25	\$10.15	\$9.50	\$9.65	\$0.00	\$82.55
	12/1/2027	\$54.85	\$10.15	\$9.50	\$9.65	\$0.00	\$84.15
	6/1/2028	\$56.53	\$10.15	\$9.50	\$9.65	\$0.00	\$85.83
	12/1/2028	\$58.20	\$10.15	\$9.50	\$9.65	\$0.00	\$87.50

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER	12/1/2025	\$48.60	\$10.15	\$9.50	\$9.65	\$0.00	\$77.90
LABORERS	6/1/2026	\$50.15	\$10.15	\$9.50	\$9.65	\$0.00	\$79.45
LABORERS - ZONE 1	12/1/2026	\$51.65	\$10.15	\$9.50	\$9.65	\$0.00	\$80.95
	6/1/2027	\$53.25	\$10.15	\$9.50	\$9.65	\$0.00	\$82.55
	12/1/2027	\$54.85	\$10.15	\$9.50	\$9.65	\$0.00	\$84.15
	6/1/2028	\$56.53	\$10.15	\$9.50	\$9.65	\$0.00	\$85.83
	12/1/2028	\$58.20	\$10.15	\$9.50	\$9.65	\$0.00	\$87.50

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	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$48.95	\$10.15	\$9.50	\$9.65	\$0.00	\$78.25
LABORERS	6/1/2026	\$50.50	\$10.15	\$9.50	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$52.00	\$10.15	\$9.50	\$9.65	\$0.00	\$81.30

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

MARBLE & TILE FINISHERS	8/1/2025	\$52.08	\$11.49	\$15.57	\$6.05	\$0.00	\$85.19
BRICKLAYERS LOCAL 3	2/1/2026	\$53.16	\$11.49	\$15.57	\$6.05	\$0.00	\$86.27
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	\$54.92	\$11.49	\$15.57	\$6.05	\$0.00	\$88.03
	2/1/2027	\$56.04	\$11.49	\$15.57	\$6.05	\$0.00	\$89.15

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

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.04	\$11.49	\$15.57	\$6.05	\$0.00	\$59.15
2	60.00	\$31.25	\$11.49	\$15.57	\$6.05	\$0.00	\$64.36
3	70.00	\$36.46	\$11.49	\$15.57	\$6.05	\$0.00	\$69.57
4	80.00	\$41.66	\$11.49	\$15.57	\$6.05	\$0.00	\$74.77
5	90.00	\$46.87	\$11.49	\$15.57	\$6.05	\$0.00	\$79.98

Apprentice: MARBLE & TILE FINISHERS**Effective Date: 2/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.58	\$11.49	\$15.57	\$6.05	\$0.00	\$59.69
2	60.00	\$31.90	\$11.49	\$15.57	\$6.05	\$0.00	\$65.01
3	70.00	\$37.21	\$11.49	\$15.57	\$6.05	\$0.00	\$70.32
4	80.00	\$42.53	\$11.49	\$15.57	\$6.05	\$0.00	\$75.64
5	90.00	\$47.84	\$11.49	\$15.57	\$6.05	\$0.00	\$80.95

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	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 - 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

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH**Effective Date: 8/1/2025**

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: MARBLE MASONS,TILELAYERS & TERRAZZO MECH								
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	

Classification		Effective Date	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH								
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

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 1)	1/5/2026	\$52.97	\$10.08	\$11.47	\$10.25	\$0.00	\$84.77
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 1							

Classification		Effective Date	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MILLWRIGHT (Zone 1)								
Effective Date: 1/5/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
1	55.00	\$29.13	\$10.08	\$0.00	\$5.64	\$0.00	\$44.85	
2	65.00	\$34.43	\$10.08	\$0.00	\$6.66	\$0.00	\$51.17	
3	75.00	\$39.73	\$10.08	\$11.47	\$7.69	\$0.00	\$68.97	
4	85.00	\$45.02	\$10.08	\$11.47	\$8.71	\$0.00	\$75.28	

Construction

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

Apprentice to Journeyworker Ratio: 1:4

MORTAR MIXER	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/1/2025	\$25.68	\$16.05	\$13.25	\$3.25	\$0.00	\$58.23
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$26.27	\$16.05	\$13.25	\$3.25	\$0.00	\$58.82
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$26.94	\$16.05	\$13.25	\$3.25	\$0.00	\$59.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/1/2025	\$31.65	\$16.05	\$13.25	\$3.25	\$0.00	\$64.20
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$32.37	\$16.05	\$13.25	\$3.25	\$0.00	\$64.92
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$33.17	\$16.05	\$13.25	\$3.25	\$0.00	\$65.72

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

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) *	1/1/2026	\$56.25	\$10.35	\$12.00	\$12.60	\$0.00	\$91.20
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.
PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 1

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	\$28.13	\$10.35	\$0.00	\$0.00	\$0.00	\$38.48
2	55.00	\$30.94	\$10.35	\$0.00	\$6.93	\$0.00	\$48.22
3	60.00	\$33.75	\$10.35	\$0.00	\$7.56	\$0.00	\$51.66
4	65.00	\$36.56	\$10.35	\$0.00	\$8.19	\$0.00	\$55.10
5	70.00	\$39.38	\$10.35	\$12.00	\$8.92	\$0.00	\$70.65
6	75.00	\$42.19	\$10.35	\$12.00	\$9.45	\$0.00	\$73.99
7	80.00	\$45.00	\$10.35	\$12.00	\$10.08	\$0.00	\$77.43
8	90.00	\$50.63	\$10.35	\$12.00	\$11.34	\$0.00	\$84.32

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$54.31	\$10.35	\$12.00	\$12.60	\$0.00	\$89.26
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

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	\$27.16	\$10.35	\$0.00	\$0.00	\$0.00	\$37.51
2	55.00	\$29.87	\$10.35	\$0.00	\$6.93	\$0.00	\$47.15
3	60.00	\$32.59	\$10.35	\$0.00	\$7.56	\$0.00	\$50.50
4	65.00	\$35.30	\$10.35	\$0.00	\$8.19	\$0.00	\$53.84
5	70.00	\$38.02	\$10.35	\$12.00	\$8.82	\$0.00	\$69.19
6	75.00	\$40.73	\$10.35	\$12.00	\$9.45	\$0.00	\$72.53
7	80.00	\$43.45	\$10.35	\$12.00	\$10.08	\$0.00	\$75.88
8	90.00	\$48.88	\$10.35	\$12.00	\$11.34	\$0.00	\$82.57

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	\$54.85	\$10.35	\$12.00	\$12.60	\$0.00	\$89.80
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

Apprentice: PAINTER / TAPER (BRUSH, NEW) ***Effective Date: 1/1/2026**

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

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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	\$27.43	\$10.35	\$0.00	\$0.00	\$0.00	\$37.78	
2	55.00	\$30.17	\$10.35	\$0.00	\$6.93	\$0.00	\$47.45	
3	60.00	\$32.91	\$10.35	\$0.00	\$7.56	\$0.00	\$50.82	
4	65.00	\$35.65	\$10.35	\$0.00	\$8.19	\$0.00	\$54.19	
5	70.00	\$38.40	\$10.35	\$12.00	\$8.82	\$0.00	\$69.57	
6	75.00	\$41.14	\$10.35	\$12.00	\$9.45	\$0.00	\$72.94	
7	80.00	\$43.88	\$10.35	\$12.00	\$10.08	\$0.00	\$76.31	
8	90.00	\$49.37	\$10.35	\$12.00	\$11.34	\$0.00	\$83.06	

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	\$52.91	\$10.35	\$12.00	\$12.60	\$0.00	\$87.86
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

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	\$26.46	\$10.35	\$0.00	\$0.00	\$0.00	\$36.81
2	55.00	\$29.10	\$10.35	\$0.00	\$6.93	\$0.00	\$46.38
3	60.00	\$31.75	\$10.35	\$0.00	\$7.56	\$0.00	\$49.66
4	65.00	\$34.39	\$10.35	\$0.00	\$8.19	\$0.00	\$52.93
5	70.00	\$37.04	\$10.35	\$12.00	\$8.82	\$0.00	\$68.21
6	75.00	\$39.68	\$10.35	\$12.00	\$9.45	\$0.00	\$71.48
7	80.00	\$42.33	\$10.35	\$12.00	\$10.08	\$0.00	\$74.76
8	90.00	\$47.62	\$10.35	\$12.00	\$11.34	\$0.00	\$81.31

Apprentice to Journeyworker Ratio: 1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/1/2025	\$48.70	\$10.15	\$9.50	\$9.65	\$0.00	\$78.00
LABORERS	6/1/2026	\$50.25	\$10.15	\$9.50	\$9.65	\$0.00	\$79.55
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.75	\$10.15	\$9.50	\$9.65	\$0.00	\$81.05

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

PANEL & PICKUP TRUCKS DRIVER	12/1/2025	\$41.88	\$15.41	\$21.78	\$0.00	\$0.00	\$79.07
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.88	\$15.41	\$21.78	\$0.00	\$0.00	\$80.07
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	\$42.88	\$15.91	\$21.78	\$0.00	\$0.00	\$80.57
	12/1/2026	\$42.88	\$15.91	\$23.52	\$0.00	\$0.00	\$82.31

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							

For apprentice rates see "Apprentice- PILE DRIVER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PILE DRIVER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							

Apprentice: PILE DRIVER**Effective Date: 8/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.11	\$10.08	\$0.00	\$2.53	\$0.00	\$37.72
2	55.00	\$30.68	\$10.08	\$0.00	\$5.07	\$0.00	\$45.83
3	70.00	\$39.05	\$10.08	\$11.62	\$7.60	\$0.00	\$68.35
4	80.00	\$44.63	\$10.08	\$11.62	\$10.14	\$0.00	\$76.47

Apprentice to Journeyworker Ratio: 1:5

PIPEFITTER & STEAMFITTER	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							

Apprentice: PIPEFITTER & STEAMFITTER**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$27.63	\$13.45	\$13.75	\$9.30	\$0.00	\$64.13
2	45.00	\$31.09	\$13.45	\$13.75	\$9.30	\$0.00	\$67.59
3	60.00	\$41.45	\$13.45	\$13.75	\$9.30	\$0.00	\$77.95
4	70.00	\$48.36	\$13.45	\$13.75	\$9.30	\$0.00	\$84.86
5	80.00	\$55.26	\$13.45	\$13.75	\$9.30	\$0.00	\$91.76

Apprentice to Journeyworker Ratio: 1:3

PIPELAYER	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY)	12/1/2025	\$48.95	\$10.15	\$9.50	\$9.65	\$0.00	\$78.25
LABORERS	6/1/2026	\$50.50	\$10.15	\$9.50	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$52.00	\$10.15	\$9.50	\$9.65	\$0.00	\$81.30

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

PLUMBERS & GASFITTERS	9/1/2025	\$71.74	\$14.32	\$12.61	\$8.00	\$0.00	\$106.67
PLUMBERS & GASFITTERS LOCAL 12	3/2/2026	\$73.89	\$14.32	\$12.61	\$8.00	\$0.00	\$108.82
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$76.04	\$14.32	\$12.61	\$8.00	\$0.00	\$110.97
	3/1/2027	\$78.19	\$14.32	\$12.61	\$8.00	\$0.00	\$113.12

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	8/30/2027	\$80.34	\$14.32	\$12.61	\$8.00	\$0.00	\$115.27
	2/28/2028	\$82.54	\$14.32	\$12.61	\$8.00	\$0.00	\$117.47
	9/4/2028	\$84.74	\$14.32	\$12.61	\$8.00	\$0.00	\$119.67
	3/5/2029	\$86.94	\$14.32	\$12.61	\$8.00	\$0.00	\$121.87
	9/3/2029	\$89.14	\$14.32	\$12.61	\$8.00	\$0.00	\$124.07
	3/4/2030	\$91.09	\$14.32	\$12.61	\$8.00	\$0.00	\$126.02

Apprentice: PLUMBERS & GASFITTERS**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.11	\$14.32	\$4.61	\$2.80	\$0.00	\$46.84
2	40.00	\$28.70	\$14.32	\$5.22	\$3.20	\$0.00	\$51.44
3	55.00	\$39.46	\$14.32	\$7.07	\$4.40	\$0.00	\$65.25
4	65.00	\$46.63	\$14.32	\$8.30	\$5.20	\$0.00	\$74.45
5	75.00	\$53.81	\$14.32	\$9.53	\$6.00	\$0.00	\$83.66

Apprentice: PLUMBERS & GASFITTERS**Effective Date: 3/2/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.86	\$14.32	\$4.61	\$2.80	\$0.00	\$47.59
2	40.00	\$29.56	\$14.32	\$5.22	\$3.20	\$0.00	\$52.30
3	55.00	\$40.64	\$14.32	\$7.07	\$4.40	\$0.00	\$66.43
4	65.00	\$48.03	\$14.32	\$8.30	\$5.20	\$0.00	\$75.85
5	75.00	\$55.42	\$14.32	\$9.53	\$6.00	\$0.00	\$85.27

Apprentice to Journeyworker Ratio: 1:2

PNEUMATIC CONTROLS (TEMP.)	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							

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

PNEUMATIC DRILL/TOOL OPERATOR	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$48.95	\$10.15	\$9.50	\$9.65	\$0.00	\$78.25
LABORERS	6/1/2026	\$50.50	\$10.15	\$9.50	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$52.00	\$10.15	\$9.50	\$9.65	\$0.00	\$81.30

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

POWDERMAN & BLASTER	12/1/2025	\$49.60	\$10.15	\$9.50	\$9.65	\$0.00	\$78.90
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	\$51.15	\$10.15	\$9.50	\$9.65	\$0.00	\$80.45
LABORERS - ZONE 1	12/1/2026	\$52.65	\$10.15	\$9.50	\$9.65	\$0.00	\$81.95
	6/1/2027	\$54.25	\$10.15	\$9.50	\$9.65	\$0.00	\$83.55
	12/1/2027	\$55.85	\$10.15	\$9.50	\$9.65	\$0.00	\$85.15
	6/1/2028	\$57.53	\$10.15	\$9.50	\$9.65	\$0.00	\$86.83
	12/1/2028	\$59.20	\$10.15	\$9.50	\$9.65	\$0.00	\$88.50

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER (HEAVY & HIGHWAY)	12/1/2025	\$49.70	\$10.15	\$9.50	\$9.65	\$0.00	\$79.00
LABORERS	6/1/2026	\$51.25	\$10.15	\$9.50	\$9.65	\$0.00	\$80.55
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$52.75	\$10.15	\$9.50	\$9.65	\$0.00	\$82.05

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

POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (CONCRETE)	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (DEWATERING, OTHER)	12/1/2025	\$37.97	\$16.05	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$38.83	\$16.05	\$13.25	\$3.25	\$0.00	\$71.38
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$39.78	\$16.05	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

READY MIX CONCRETE DRIVERS after 4/30/12 (Drivers Hired After 4/30/2012)	8/1/2022	\$30.40	\$11.91	\$15.25	\$0.00	\$0.00	\$57.56
TEAMSTERS 25 (Metro) - Aggregate							
TEAMSTERS 25 (Metro) - Aggregate							

READY-MIX CONCRETE DRIVER	8/1/2022	\$34.41	\$11.91	\$15.25	\$0.00	\$0.00	\$61.57
TEAMSTERS 25 (Metro) - Aggregate							
TEAMSTERS 25 (Metro) - Aggregate							

RECLAIMERS	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

RIDE-ON MOTORIZED BUGGY OPERATOR	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofers Waterproofng &Roofer Damproofg)	8/1/2025	\$53.53	\$13.28	\$12.67	\$9.03	\$0.00	\$88.51
ROOFERS LOCAL 33	2/1/2026	\$54.78	\$13.28	\$12.67	\$9.03	\$0.00	\$89.76
ROOFERS LOCAL 33							

Apprentice: ROOFER (Inc.Roofers Waterproofng &Roofer Damproofg)**Effective Date: 8/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$13.28	\$6.52	\$9.03	\$0.00	\$55.60
2	60.00	\$32.12	\$13.28	\$12.67	\$9.03	\$0.00	\$67.10
3	65.00	\$34.79	\$13.28	\$12.67	\$9.03	\$0.00	\$69.77
4	75.00	\$40.15	\$13.28	\$12.67	\$9.03	\$0.00	\$75.13
5	85.00	\$45.50	\$13.28	\$12.67	\$9.03	\$0.00	\$80.48

Apprentice: ROOFER (Inc.Roofers Waterproofng &Roofer Damproofg)**Effective Date: 2/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.39	\$13.28	\$6.52	\$9.03	\$0.00	\$56.22
2	60.00	\$32.87	\$13.28	\$12.67	\$9.03	\$0.00	\$67.85
3	65.00	\$35.61	\$13.28	\$12.67	\$9.03	\$0.00	\$70.59
4	75.00	\$41.09	\$13.28	\$12.67	\$9.03	\$0.00	\$76.07
5	85.00	\$46.56	\$13.28	\$12.67	\$9.03	\$0.00	\$81.54

Apprentice Notes

** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

ROOFER SLATE / TILE / PRECAST CONCRETE	8/1/2025	\$53.78	\$13.28	\$12.67	\$9.03	\$0.00	\$88.76
ROOFERS LOCAL 33	2/1/2026	\$55.03	\$13.28	\$12.67	\$9.03	\$0.00	\$90.01
ROOFERS LOCAL 33							

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
SHEETMETAL WORKERS LOCAL 17	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17 - A							

Apprentice: SHEETMETAL WORKER**Effective Date: 8/1/2025**

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: SHEETMETAL WORKER								
Effective Date: 8/1/2025								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
1	42.00	\$25.61	\$14.91	\$6.13	\$0.00	\$0.00	\$46.65	
2	42.00	\$25.61	\$14.91	\$6.13	\$0.00	\$0.00	\$46.65	
3	47.00	\$28.66	\$14.91	\$11.01	\$1.25	\$1.62	\$57.45	
4	47.00	\$28.66	\$14.91	\$11.01	\$1.25	\$1.62	\$57.45	
5	52.00	\$31.71	\$14.91	\$11.74	\$1.50	\$1.74	\$61.60	
6	52.00	\$31.71	\$14.91	\$11.74	\$1.75	\$1.75	\$61.86	
7	60.00	\$36.59	\$14.91	\$12.90	\$2.00	\$1.93	\$68.33	
8	65.00	\$39.64	\$14.91	\$13.63	\$2.25	\$2.04	\$72.47	
9	75.00	\$45.74	\$14.91	\$15.09	\$2.75	\$2.28	\$80.77	
10	85.00	\$51.83	\$14.91	\$16.55	\$2.75	\$2.49	\$88.53	
Apprentice: SHEETMETAL WORKER								
Effective Date: 2/1/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
1	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53	
2	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53	
3	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29	
4	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29	
5	52.00	\$32.72	\$14.91	\$11.66	\$1.50	\$1.74	\$62.53	
6	52.00	\$32.72	\$14.91	\$11.66	\$1.75	\$1.75	\$62.79	
7	60.00	\$37.76	\$14.91	\$12.84	\$2.00	\$1.93	\$69.44	
8	65.00	\$40.90	\$14.91	\$13.58	\$2.25	\$2.04	\$73.68	
9	75.00	\$47.20	\$14.91	\$15.06	\$2.75	\$2.28	\$82.20	
10	85.00	\$53.49	\$14.91	\$16.53	\$2.75	\$2.49	\$90.17	
Apprentice to Journeyworker Ratio: 1:4								
SPECIALIZED EARTH MOVING EQUIP < 35 TONS		12/1/2025	\$42.34	\$15.41	\$21.78	\$0.00	\$0.00	\$79.53
TEAMSTERS JOINT COUNCIL NO. 10		6/1/2026	\$43.34	\$15.41	\$21.78	\$0.00	\$0.00	\$80.53
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A		8/1/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$0.00	\$81.03
		12/1/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$0.00	\$82.77
SPECIALIZED EARTH MOVING EQUIP > 35 TONS		12/1/2025	\$42.63	\$15.41	\$21.78	\$0.00	\$0.00	\$79.82
TEAMSTERS JOINT COUNCIL NO. 10		6/1/2026	\$43.63	\$15.41	\$21.78	\$0.00	\$0.00	\$80.82
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A		8/1/2026	\$43.63	\$15.91	\$21.78	\$0.00	\$0.00	\$81.32
		12/1/2026	\$43.63	\$15.91	\$23.52	\$0.00	\$0.00	\$83.06
SPRINKLER FITTER		1/1/2026	\$72.05	\$13.45	\$7.45	\$18.25	\$0.00	\$111.20
SPRINKLER FITTERS LOCAL 550								
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1								

Construction

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SPRINKLER FITTER								
Effective Date: 1/1/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
1	35.00	\$25.22	\$13.45	\$13.84	\$0.00	\$0.00	\$52.51	
2	40.00	\$28.82	\$13.45	\$14.75	\$0.00	\$0.00	\$57.02	
3	45.00	\$32.42	\$13.45	\$15.67	\$0.00	\$0.00	\$61.54	
4	50.00	\$36.03	\$13.45	\$16.57	\$0.00	\$0.00	\$66.05	
5	55.00	\$39.63	\$13.45	\$17.49	\$0.00	\$0.00	\$70.57	
6	60.00	\$43.23	\$13.45	\$18.40	\$0.00	\$0.00	\$75.08	
7	65.00	\$46.83	\$13.45	\$19.32	\$0.00	\$0.00	\$79.60	
8	70.00	\$50.44	\$13.45	\$20.22	\$0.00	\$0.00	\$84.11	
9	75.00	\$54.04	\$13.45	\$21.15	\$0.00	\$0.00	\$88.64	
10	80.00	\$57.64	\$13.45	\$22.05	\$0.00	\$0.00	\$93.14	

Apprentice Notes

Apprentice entered prior 9/30/10:

Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER OPERATOR	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN	9/1/2025	\$52.94	\$13.00	\$13.97	\$6.98	\$0.00	\$86.89
TELECOMMUNICATION TECHNICIAN	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
ELECTRICIANS LOCAL 103	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
ELECTRICIANS LOCAL 103	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04

For apprentice rates and ratios see "Apprentice- ELECTRICIAN"

Apprentice: TELECOMMUNICATION TECHNICIAN**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.82	\$13.00	\$0.71	\$0.00	\$0.00	\$37.53
2	45.00	\$23.82	\$13.00	\$0.71	\$0.00	\$0.00	\$37.53
3	50.00	\$26.47	\$13.00	\$13.17	\$3.49	\$0.00	\$56.13
4	50.00	\$26.47	\$13.00	\$13.17	\$3.49	\$0.00	\$56.13

Construction

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TELECOMMUNICATION TECHNICIAN								
Effective Date: 9/1/2025								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
5	55.00	\$29.12	\$13.00	\$13.25	\$3.84	\$0.00	\$59.21	
6	60.00	\$31.76	\$13.00	\$13.33	\$4.19	\$0.00	\$62.28	
7	65.00	\$34.41	\$13.00	\$13.41	\$4.54	\$0.00	\$65.36	
8	70.00	\$37.06	\$13.00	\$13.49	\$4.89	\$0.00	\$68.44	
9	75.00	\$39.71	\$13.00	\$13.57	\$5.24	\$0.00	\$71.52	
10	80.00	\$42.35	\$13.00	\$13.65	\$5.58	\$0.00	\$74.58	

Classification		Effective Date	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TELECOMMUNICATION TECHNICIAN								
Effective Date: 3/1/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
1	45.00	\$24.07	\$13.00	\$0.72	\$0.00	\$0.00	\$37.79	
2	45.00	\$24.07	\$13.00	\$0.72	\$0.00	\$0.00	\$37.79	
3	50.00	\$26.75	\$13.00	\$13.43	\$3.60	\$0.00	\$56.78	
4	50.00	\$26.75	\$13.00	\$13.43	\$3.60	\$0.00	\$56.78	
5	55.00	\$29.42	\$13.00	\$13.51	\$3.96	\$0.00	\$59.89	
6	60.00	\$32.09	\$13.00	\$13.59	\$4.32	\$0.00	\$63.00	
7	65.00	\$34.77	\$13.00	\$13.67	\$4.68	\$0.00	\$66.12	
8	70.00	\$37.44	\$13.00	\$13.75	\$5.04	\$0.00	\$69.23	
9	75.00	\$40.12	\$13.00	\$13.83	\$5.40	\$0.00	\$72.35	
10	80.00	\$42.79	\$13.00	\$13.91	\$5.76	\$0.00	\$75.46	

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	2/1/2026	\$68.24	\$11.49	\$15.57	\$8.02	\$0.00	\$103.32
BRICKLAYERS LOCAL 3 - 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

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/1/2026							
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

TEST BORING DRILLER	12/1/2025	\$52.70	\$10.15	\$9.50	\$9.80	\$0.00	\$82.15
LABORERS	6/1/2026	\$54.25	\$10.15	\$9.50	\$9.80	\$0.00	\$83.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$55.75	\$10.15	\$9.50	\$9.80	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	12/1/2025	\$48.82	\$10.15	\$9.50	\$9.80	\$0.00	\$78.27
LABORERS	6/1/2026	\$50.37	\$10.15	\$9.50	\$9.80	\$0.00	\$79.82
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.87	\$10.15	\$9.50	\$9.80	\$0.00	\$81.32

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER	12/1/2025	\$48.70	\$10.15	\$9.50	\$9.80	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.25	\$10.15	\$9.50	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.75	\$10.15	\$9.50	\$9.80	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT	12/1/2025	\$42.92	\$15.41	\$21.78	\$0.00	\$0.00	\$80.11
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$43.92	\$15.41	\$21.78	\$0.00	\$0.00	\$81.11
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	\$43.92	\$15.91	\$21.78	\$0.00	\$0.00	\$81.61
	12/1/2026	\$43.92	\$15.91	\$23.52	\$0.00	\$0.00	\$83.35

TUNNEL WORK - COMPRESSED AIR	12/1/2025	\$60.93	\$10.15	\$9.50	\$10.25	\$0.00	\$90.83
LABORERS	6/1/2026	\$62.48	\$10.15	\$9.50	\$10.25	\$0.00	\$92.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$63.98	\$10.15	\$9.50	\$10.25	\$0.00	\$93.88

For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/1/2025	\$62.93	\$10.15	\$9.50	\$10.25	\$0.00	\$92.83
LABORERS	6/1/2026	\$64.48	\$10.15	\$9.50	\$10.25	\$0.00	\$94.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$65.98	\$10.15	\$9.50	\$10.25	\$0.00	\$95.88

For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR	12/1/2025	\$53.00	\$10.15	\$9.50	\$10.25	\$0.00	\$82.90
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	\$54.55	\$10.15	\$9.50	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$56.05	\$10.15	\$9.50	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/1/2025	\$55.00	\$10.15	\$9.50	\$10.25	\$0.00	\$84.90
LABORERS	6/1/2026	\$56.55	\$10.15	\$9.50	\$10.25	\$0.00	\$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$58.05	\$10.15	\$9.50	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	12/1/2025	\$42.34	\$15.41	\$21.78	\$0.00	\$0.00	\$79.53
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$43.34	\$15.41	\$21.78	\$0.00	\$0.00	\$80.53
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$0.00	\$81.03
	12/1/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$0.00	\$82.77
WAGON DRILL OPERATOR	12/1/2025	\$48.85	\$10.15	\$9.50	\$9.65	\$0.00	\$78.15
LABORERS	6/1/2026	\$50.40	\$10.15	\$9.50	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$51.90	\$10.15	\$9.50	\$9.65	\$0.00	\$81.20
	6/1/2027	\$53.50	\$10.15	\$9.50	\$9.65	\$0.00	\$82.80
	12/1/2027	\$55.10	\$10.15	\$9.50	\$9.65	\$0.00	\$84.40
	6/1/2028	\$56.78	\$10.15	\$9.50	\$9.65	\$0.00	\$86.08
	12/1/2028	\$58.45	\$10.15	\$9.50	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$48.95	\$10.15	\$9.50	\$9.65	\$0.00	\$78.25
LABORERS	6/1/2026	\$50.50	\$10.15	\$9.50	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$52.00	\$10.15	\$9.50	\$9.65	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	9/1/2025	\$71.74	\$14.32	\$12.61	\$8.00	\$0.00	\$106.67
PLUMBERS & GASFITTERS LOCAL 12	3/2/2026	\$73.89	\$14.32	\$12.61	\$8.00	\$0.00	\$108.82
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$76.04	\$14.32	\$12.61	\$8.00	\$0.00	\$110.97
	3/1/2027	\$78.19	\$14.32	\$12.61	\$8.00	\$0.00	\$113.12
	8/30/2027	\$80.34	\$14.32	\$12.61	\$8.00	\$0.00	\$115.27
	2/2/2028	\$82.54	\$14.32	\$12.61	\$8.00	\$0.00	\$117.47
	9/4/2028	\$84.74	\$14.32	\$12.61	\$8.00	\$0.00	\$119.67
	3/5/2029	\$86.94	\$14.32	\$12.61	\$8.00	\$0.00	\$121.87
	9/3/2029	\$89.14	\$14.32	\$12.61	\$8.00	\$0.00	\$124.07
	3/4/2030	\$91.09	\$14.32	\$12.61	\$8.00	\$0.00	\$126.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

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

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

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

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DOCUMENT A00801

SPECIAL PROVISIONS**DISTRICT 6**
Roadside Barrier Reconstruction & Repair 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

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.

The work to be done under this contract consists of the following: repairing or replacing cast-in-place and/or precast-concrete single and double faced barriers along roadways and bridges and placement/removal of temporary concrete barriers along roadways and bridges on various state highways within the Mass DOT District Six boundaries. Locations will be determined by the Engineer.

For this specific project, the use of dry-cast concrete is not acceptable. All concrete works shall be executed in accordance with the approved mix designs and placement methods.

Submittals will be required at the discretion of the Engineer. MassDOT current construction standards for permanent barrier only apply to precast standards.

If a cast-in-place barrier is specified for a particular application, it must be MASH-compliant..

The installation of new barriers and repairs to existing barriers shall be completed on the same shift as the removal or excavation of existing barriers to ensure roadway safety and continuity of protection. Extended duration locations where temp barriers would be implemented to establish a workzone shall be determined by the resident engineer. This option is not as contractor convinience.

SUBSECTION 7.05 INSURANCE REQUIREMENTS

The insurance requirements set forth in this subsection are in addition to the requirements of the Standard Specifications.

7.05.B: Public Liability Insurance 1. and

7.05.B: Public Liability Insurance 2.

The Massachusetts Department of Transportation and applicable railroads shall be named as additional insureds.

Railroad insurance will be in accordance with Section 7.05 of the Standard Specifications and the following:

CONTRACTOR QUESTIONS AND ADDENDUM ACKNOWLEDGEMENTS

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 acknowledgements to the following email address massdotsspecifications@dot.state.ma.us. The MassDOT proposal number and municipality is to be placed in the subject line.

INSURANCE REQUIREMENTS

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

Railroad Operations Directorate: Section F:

1. The Contractor shall furnish, with respect to the operations of the Contractor or any of the Contractor's Subcontractors performing within the Railroad right-of-way, broad form Railroad Protective Liability Insurance covering all work performed under this Contract in the amount of not less than \$5,000,000 per occurrence, \$10,000,000 aggregate combined bodily injury and property damage. The Contractor shall carry Worker's Compensation Insurance, including Employers Liability Insurance as provided by Massachusetts General Laws, Chapter 152, as amended, covering all work performed by him under the Contract. The Contractor shall carry Umbrella Liability Coverage with limits of not less than \$10,000,000 per occurrence, covering all work performed by him under this Contract. Automobile Liability Insurance: The Contractor shall provide Automobile Liability Insurance to include the use of all vehicles; owned, leased, hired and non-owned, with limits not less than \$1,000,000 combined single limit covering all work performed under the Contract.

INSURANCE REQUIREMENTS (Continued)

2. Such insurance shall be written on an occurrence basis.
3. The MBTA and applicable railroads shall be the named insureds on such insurance. Additional named insured are listed below. Original policies and certificates shall be made out to the MBTA and applicable railroads and mailed to:

MBTA: Treasurer-Controller
 Massachusetts Bay Transportation Authority
 10 Park Plaza
 Boston, MA 02116
 Tel. (617) 222-3064

Keolis: General Counsel
 Keolis Commuter Services, LLC
 470 Atlantic Avenue
 Boston, MA 02210

AMTRAK: General Superintendent
 230 Congress Street
 Boston, MA 02110
 Tel. (617) 654-2020

CSX: General Manager
 CSX
 1 Bell Crossing Road
 RD. #2, Box 145
 Selkirk, NY 12158-9618
 Tel. (518) 767-6111

4. The Contractor shall furnish to the MBTA and railroad companies a signed original of the Railroad Protective Liability Policy prior to entry upon the railroad right-of-way.
5. Such policies shall provide 30 days notice to each named insured by the insurance company before any change or cancellation of the policies.
6. Such Railroad Protective Insurance policies may be provided in forms commonly referred to as AAR/AASHTO or ISO/RIMA but not Oregon.

Questions regarding insurance should be directed to the MBTA's Risk Manager at 617-222-3064.

The contractor shall be aware of the latest MBTA insurance limits / requirements. See the following link for more information:

<https://www.mbtarealty.com/licenses.html>

RAILROAD INSURANCE

Since the locations of projects involving railroads are unknown, the Contractor will not be required to submit the necessary railroad insurance amounts prior to execution of the contract. Some of the Railroad companies, State agencies and Authorities that operate railroads in District 6 are as follows: *MBTA, CSX, Amtrak, Fore River Transportation, and Pan Am.*

Upon assignment of a project which requires railroad insurance, the Contractor shall contact the railroad for insurance requirements and submit estimates (as determined by the Engineer) for insurance acceptable to the railroad and the Engineer. The insurance policy should be in the form that is acceptable to the Railroad and generally the policy may be AAR/AASHTO or ISO/RIMA (but not Oregon) or current edition for Railroad Protective Liability. The price shall be approved by the Engineer before purchasing coverage. The Engineer may request up to three insurance quotes. After approval the Contractor shall obtain the insurance and submit the policy to the Department.

The Contractor will be reimbursed for the insurance premium upon submittal of paid receipts.

A notice to proceed will be given after the acquisition of the insurance.

If the Contractor is unable to secure said railroad insurance (and especially if the Contractor is uninsurable) the Engineer may decide to cancel all future obligations and terminate the contract.

Contractor shall adjust to all RR rules and procedures. Each RR has varying requirements and work-access windows. The Contractor shall adjust crew size, manpower, and resources accordingly to complete the work within RR timeframes. No additional compensation will be given for these resource adjustments.

LOCATION OF WORK

Work under this contract will be required on any or all state highways, roadways, and bridges within District 6. Work locations will be within the limits of District 6 on various roadways as assigned by the Engineer. The following web link provides the cities and towns under the jurisdiction of District 6:

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

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.

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.

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.

HOLIDAY WORK RESTRICTIONS (Continued)**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.

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.

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.

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.

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.

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.

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 SCHEULE - 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.

COMPLIANCE WITH THE NATIONAL DEFENSE AUTHORIZATION 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.

2026 FIFA WORLD CUP – BOSTON, MASSACHUSETTS

The 2026 FIFA World Cup will be held at Gillette Stadium in Foxborough, related events, and significant tourist events such as Sail Boston and the 250th Anniversary of the United States will be held throughout the region. Matches and Fan Fest and other possible 250th Celebration activities are scheduled through June, July and August 2026. The District will be imposing work and/or traffic restrictions as necessary to minimize impacts during these periods when, as determined by MassDOT, the Contractor’s operations could impact vehicular traffic, particularly on interstate highways and major arterials throughout the region and local roads near event sites. No additional compensation will be allowed for work restrictions except as determined under Subsection 8.10. nor will the Contractor have any claim for related costs, direct or indirect. The Contract time determinations have accounted for potential work restriction during this period and Contractor’s should plan accordingly. Any necessary or emergency work required during this time will require District approval.

PROSECUTION OF WORK

The Contractor is reminded that work on this Project involves "Maintenance-Oriented" operations requiring more flexibility than "Construction-oriented" projects governed by a rigid schedule of operations.

Scheduled and/or emergency work may be required regardless of weather conditions, at the discretion of the Engineer. Contractor is expected to respond to all work orders and provide multiple crews if deemed necessary by the Engineer.

The Contractor shall give notice to the Engineer at least 48 hours (2 work days) in advance of beginning any scheduled work.

First emergency response for the purpose of securing the site may remain the responsibility of MassDOT forces. This does not relieve the Contractor of his responsibility to respond to an emergency and may require the Contractor's personnel to work in conjunction with MassDOT forces as directed.

WORK SCHEDULE

The MassDOT Resident Engineer reserves the right to modify the contractor's work hours or workdays, extending or shortening them as necessary, without prior notice.

Work may require either a daytime or nighttime work schedule as follows during any month of the year. No additional compensation will be made for work scheduled during nighttime hours.

Daytime Work

The daytime work schedule shall conform to Subsection 7.09 with the eight-hour day including the "set-up" and "breakdown" of the traffic controls. Work may not proceed beyond the normal 8-hour day unless prior approval is obtained from the Engineer for that day. Approval of working overtime will only be given when special conditions exist that warrant working overtime as determined by the Engineer.

Prior to the commencement of work, the Department shall approve work hours on this project. Work orders may contain restricted hours. No work period shall be scheduled in the evening or night without prior approval by the Engineer.

Nighttime Work

All work locations requiring night hours, as approved by the Engineer and subject to change based on location and nature of work, are restricted as follows:

Sunday: 9:00 PM to 5:00 AM Monday
Monday: 9:00 PM to 5:00 AM Tuesday
Tuesday: 9:00 PM to 5:00 AM Wednesday
Wednesday: 9:00 PM to 5:00 AM Thursday
Thursday: 9:00 PM to 5:00 AM Friday

WORK SCHEDULE (Continued)

The setting up and removal of all Traffic Control Devices shall be completed within the above time frames. Portable Changeable Message Boards shall be placed upstream of alternative exits far enough in advance for motorists to make decisions about alternate routes, and as directed by the Engineer.

No work adversely affecting traffic will be allowed unless the Contractor has provided a substitute traffic pattern or detour route, satisfactory to the Engineer.

For Interstate and freeway work, District 6 reserves the right to provide traffic setups for the Contractor. During these situations, MassDOT District Six Operations will take responsibility for the traffic management in the work zone. Where this is the case, the Contractor will not be compensated for traffic control work at these specific locations.

Work Access

Access to District Six Roadway work sites requires coordination. The contractor is required to complete an Access Work Request Form and submit the completed form (signed by MassDOT Resident Engineer) to the Access Work Coordinator via email at district6awrequest@dot.state.ma.us by the Wednesday of the week preceding the work by noon time. MassDOT notifications (approvals and denials) will be delivered via email by noon on Friday. All forms shall be signed by the Resident Engineer prior to submitting them to Robert Hutcheon.

Work Access is subject to change based on MassDOT needs.

CONTRACTOR NOTIFICATION

Contractor notification and response will be classified into three categories as follows:

1. EMERGENCY REPAIR:

An Emergency Repair is defined as the work required to repair failed bridge elements, which is of an EMERGENCY NATURE and requires IMMEDIATE ATTENTION as determined by the Engineer. The Contractor will be required to commence an Emergency Repair within four (4) hours after notification by the Department, unless otherwise directed. The nature of the Emergency work will require the Contractor to be available 24 hours per day. In addition to required construction Items, payment for any Emergency Repair Work performed will be paid under Item 748.1 Emergency Response. Emergency Repairs may be initiated verbally due to the need for immediate action but will be followed up by a Work Order assignment in the work order management system soon after.

2. PRIORITY REPAIR:

Priority Repair is defined as work required to repair failed bridge elements, which is not of an Emergency nature; however, needs to be completed in a timely manner to prevent further deterioration or to meet the need of other constraints. The Contractor will be required to commence a Priority Repair within fourteen (14) calendar days after notification by the Department, unless otherwise directed.

CONTRACTOR NOTIFICATION (Continued)

3. SCHEDULED REPAIR:

A Scheduled Repair is not considered to be of an Emergency nature and has no priority over other repairs. The Contractor will be required to commence scheduled work within thirty (30) calendar days after notification by the Department, unless otherwise directed. The Contractor shall immediately notify the Engineer if unable to begin physical work within thirty (30) calendar days and provide an explanation for the delay. Scheduled repairs will be initiated and Work Orders assigned using the work order management system.

The Contractor will be notified of all Work Orders through the work order management system except for Emergency repairs which may first be assigned verbally with a follow up assignment through the work order management system. The Work Order will identify the location of the work, the category of work (Emergency, Scheduled or Priority), and identify the major items required for the work. The date from which potential non-response damages will be assessed for each work order will be based on the date the work order is assigned in the work order management system to the date the Contractor begins Physical Work.

For a Priority or Scheduled Repair, the Contractor must submit a work schedule and estimate for the Engineer's review and approval within seven (7) calendar days of issuance of the work order. The Contractor's schedule and estimate shall provide information relating to equipment, materials, anticipated work hours, labor availability, itemized estimated value of the repairs, a breakdown of major components of the work (i.e. staging installation, concrete work, etc.) and estimated start and completion dates.

“Physical Work” shall be defined as “physical implementation of the required repair at the bridge site”. In no case will Physical Work include any of the following: ordering materials, fabrication of materials, organizing labor forces, coordinating with subcontractors, installing means of access and/or traffic control to implement the required repairs, installing temporary works, or other operations needed to be performed in advance of the required repairs.

This Contract contains both Emergency response mobilization payment items for Emergency Repair work, and Non-Response damages to ensure prompt action by the Contractor.

The ability to assign Emergency Repair work, if required, shall take effect as soon as this is executed.

The Contractor shall have the appropriate communication capabilities that will allow the Department to notify the Contractor of an Emergency Repair on a twenty-four-hour (24) per day basis.

The Contractor shall supply the District 6 Highway Director with a list of telephone numbers for personnel who can be contacted twenty-four (24) hours a day in case of an emergency.

Once physical work has commenced for a work order assignment, the Contractor shall continue the work until complete and is responsible for having the resources to handle multiple work orders simultaneously.

NON-RESPONSE DAMAGES

It is the intent of this provision to ensure prompt response to Work Orders based on priority. These Non-Response Damages may be waived by MassDOT when, in the opinion of the Engineer, it is in the best interest of MassDOT to do so.

If the Contractor has not met the complexity milestones as outlined in the Work Order and above, a notification will be sent to the Contractor regarding Non-Responses Damages that will be assessed. The Engineer shall assess damages in the amount of \$1,000 per day (or portion thereof) for each day beyond the milestone due date that the milestone is not met.

Emergency Repairs:

If the Contractor has not started Physical Work on an assigned Emergency Repair within four (4) hours from the receipt of the notification, payment under Item 748.1 will only be made at the discretion of the Engineer. Furthermore, the Contractor will be assessed damages in the amount of \$1,000 per hour for each hour Physical Work is delayed.

Priority Repairs

The Contractor shall commence priority work within 7 days after an assignment is issued by the Department, unless otherwise directed. If the Contractor has not started Physical Work on an assignment within 7 days, the Department will notify the Contractor in writing of the intent to issue damages. Damages will begin five (5) days after written notification to the Contractor. The Engineer will assess damages in the amount of \$1,000 per day for each day (or portion thereof) that the Work is delayed.

Scheduled Repairs

The Contractor shall commence scheduled work within 30 days after an assignment is issued by the Department, unless otherwise directed. If the Contractor has not started Physical Work on an assignment within 30 days, the Department will notify the Contractor in writing of the intent to issue damages. Damages will begin five (5) days after written notification to the Contractor. The Engineer will assess damages in the amount of \$1,000 per day for each day (or portion thereof) that the Work is delayed.

“Physical Work” shall refer to physical implementation of the required repair at the ~~bridge~~ site. For repairs with no additional complexities as identified in this chart time to start of Physical Work will be measured from the issuance of the work order. In no case will Physical Work include any of the following: ordering materials, fabrication of materials, organizing labor forces, coordinating with subcontractors, installing means of access and/or traffic control to implement the required repairs, installing temporary works, or other operations needed to be performed in advance of the required repairs.

If the Contractor has not submitted a work schedule or estimate for the Engineer’s review and approval on a Priority or Scheduled Repair within seven (7) calendar days after issuance of the Work Order, the Contractor will be subject to non-response damages in the amount \$500 per day.

In addition, the Engineer shall consider such delays in evaluating the Contractor’s performance.

WORK ORDER SCHEDULE MILESTONES

Work Orders may include complexities which will have separate milestones as indicated below. All timeframes shown below are in calendar days.

Complexity	Milestone
Engineering Design	Approved Design within 60 days of assignment
Fabricated Materials	Approved Shop Drawings within 30 Days of Work Order or approved engineering design if engineering design required. Fabrication shall begin within 7 Days of Approved Shop Drawings.
Utility Coordination	Engagement with utilities shall occur within 7 days of issuing the work order. Final approval from the utility of the proposed work or utility protection shall be within 60 days of work order issuance or 60 days of approved engineering design if engineering design required.
Railroad Coordination	Engagement with Railroads shall occur within 7 days of issuing the work order. Access agreement to railroad property shall be in place within 60 days of work order assignment. If engineering is required for a repair, the engineering design shall be provided to the railroad for approval within 30 days. Railroad flaggers shall be requested within two weeks of railroad access agreement, or as soon as possible for emergency repair.
Physical Work	“Physical Work” shall refer to physical implementation of the required repair at the bridge site. For repairs with no additional complexities as identified in this chart, time to start of Physical Work will be measured from the issuance of the work order. In no case will Physical Work include any of the following: ordering materials, fabrication of materials, organizing labor forces, coordinating with subcontractors, installing means of access and/or traffic control to implement the required repairs, installing temporary works, or other operations needed to be performed in advance of the required repairs. For work orders with complexities as outlined in this chart, “Physical Work” will be measured from the receipt of approval for all the necessary complexities. Examples: Work order requiring engineering design and fabrication shall measure time to beginning of Physical Work from the time of approval of the shop drawings. Work order requiring engineering design, fabrication, and utility coordination shall measure time to beginning of Physical Work from the approval of the shop drawings or approval of utility agreement whichever is later. Work order requiring engineering design, fabrication, and railroad coordination shall begin immediately upon flagger availability.

All complexities and components of work orders shall be identified with milestones in the work order bar chart schedule.

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 6 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: 1-800-375-7405
Customer Support: 1-800-322-3223

NOTICE TO OWNERS OF UTILITIES (Continued)**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, manholes, 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.

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.

ENVIRONMENTAL PERMITS, CONDITIONS AND 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 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.

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.

NORTHERN LONG-EARED BAT AND TRICOLORED BAT PROTECTION

(Continued)

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/dgf/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.

NON-BID-ITEMS

The following specs included under Non-bid Items will be required only as directed by the Engineer to cover such 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 suction 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 6 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.

PAYMENT FOR RENTAL EQUIPMENT

Equipment shall be compensated only if the necessary improvements cannot be executed under other items within this contract.

The Contractor will be paid the net actual cost for rental equipment, either contractor owned or rented, required for work under this contract plus ten (10) percent. The Contractor must get the authorization of the Resident Engineer before any equipment is rented and competitive prices may be required if the Engineer directs.

The Contractor shall be required to furnish certified paid receipts for all rental equipment that is deemed required by the Engineer prior to payment.

NON-BID-ITEMS (Continued)

The actual cost for rental equipment shall be judged in accordance with the rate specified in the Rental Blue Book and it is the Contractor's responsibility to provide a copy of the Rental Blue Book to the Department prior to payment. Contractor shall submit a completed MassDOT equipment watch calculation spreadsheet for each rental equipment to determine the actual hour rate. The rental compensation shall also include the cost of an operator. The rental equipment will be paid on an hourly basis and will not carry any overtime rate after eight hours of operation. Hourly equipment active and standby rental rates should apply as directed by the MassDOT equipment specifications.

All rental equipment and tools shall be in good working condition. The Contractor shall not be paid for equipment down time at the discretion of the Engineer. There shall be no compensation of pickup trucks used only for transportation to and from the Contractor's place of business or any staging area.

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 $1.10 * (\text{Base Hourly Rate} + \text{Base Hourly} * \text{Overhead Rate \%})$.

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.

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.

SC 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 (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. 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.

ITEM 100.1**BASE LABOR RATE****HOUR**

Work to be done under Item 100.1 consists of furnishing competent artisans, as shown in the Compensation Table below, to perform work not included under other items elsewhere in this contract, as shown the Compensation Table below. The artisans required for this additional work shall possess all pertinent licenses and/or certifications, as required by the Engineer. The Contractor shall submit it to the Engineer

The payment under this Item will be for the artisan and his/her toolkit only.

Payment will be based upon time spent on the project doing actual work assigned by the Engineer and shall NOT include travel time to and from the Contractor's place of business and it shall also not include time for investigative field trips.

Payment for equipment (other than the usual artisan toolbox) will be made under payment for equipment rental as stated elsewhere in these special provisions.

This Item shall only be used to compensate the Contractor for the time that their in-house workforce spends on work orders assigned by the Engineer.

Incidental to this item, vehicles are to be supplied for each artisan. If more than one artisan of a certain type (for example, carpenter) is working at a work site, the Contractor must only supply the minimum vehicles required to transport the artisans, their equipment, laborers, materials, and supplies. The artisan vehicle(s) shall be capable of transporting materials consistent with related trade. It is the intent under this item for material deliveries to be reimbursable only for bulk items or materials of sufficient quantity as determined by the Engineer. The Contractor shall make his bid with the understanding that ownership and operating costs do not apply and are not reimbursable for the vehicles utilized under the artisan items.

Described below, and included in this item, will be a tool kit for each trade with all incidental tools, special apparel, and any required personal safety equipment and a vehicle for each trade with no additional charge to the Department.

All tools and equipment in artisans' toolboxes shall be in excellent working condition.

If a separate tool truck is utilized, such vehicle shall also be considered incidental to this item.

If it is the Contractor's policy for the artisan to use their personal vehicles for the above purposes, no additional vehicles are required.

ITEM 100.1 (Continued)

Artisans and toolboxes are described below:

LABORER

Small hand tools, handheld power tools, chipping hammer, eye shields, gloves, protective clothing, generators as necessary to run the equipment and equipment that is normally used in by the trade.

CARPENTER

Hammer, framing square, tape measure, pouch, levels, hand saws, power saws, all electric power tools, air tools and generators and compressors as necessary to run the equipment. Saw blades and drill bits are also included.

IRONWORKER / WELDER

Spud wrench, dowels, alignment pins, tape measure, pouch, levels, eye shields, gloves, protective clothing, rivet buster, air hammer, jackhammer, reamers, chipping hammer, wire brushes AC/DC-300 amp- 100% duty cycle (minimum size) welding machine, torches for cutting, burning, or preheating steel, including fuel tanks & fuel / oxygen, grinders, heating oven for all welding consumables and other equipment that is normally used in the trade.

BACKHOE/FRONT-END LOADER OPERATOR

Operator shall have all licenses and certifications required by the Commonwealth of Massachusetts for the equipment they will be operating. Operators shall be in possession of their licenses at all times and show it to the Engineer when requested. Typical equipment includes a backhoe, skid-steer loader, and front-end loader

Equipment which does not require a special license or certification for its operation shall be considered incidental to the artisan using it.

METHOD OF MEASUREMENT

Item 100.1 will be measured for payment by the Hour.

The Engineer will calculate total Base Labor Rate hours spent on the project by artisans.

Overtime hours will be paid for work exceeding eight (8) consecutive hours per day or forty (40) hours per week and shall be compensated as specified in this Item.

ITEM 100.1 (Continued)

To calculate the total Base Labor Rate hours, the Engineer will modify hours spent by various artisans on the project using adjustment factors(s) described below:

HOURLY RATE – COMPENSATION TABLE		
TRADE	COMPENSATION FACTOR	
	REGULAR	OVERTIME
LABORER	1.00	1.30
APPRENTICE LABORER (STEP 3)	0.86	1.12
<hr/>		
CARPENTER	1.00	1.30
APPRENTICE CARPENTER (STEP 5)	0.91	1.18
<hr/>		
IRON WORKER/WELDER	1.21	1.57
APPRENTICE IRON WORKER/WELDER (STEP 3)	0.80	1.04
<hr/>		
BACKHOE/FRONT-END OPERATORS	1.18	1.53

If an artisan has an apprentice, then that apprentice's compensation factor shall be determined from the State Wages Apprentice level.

The Compensation Factors above will be used to adjust the number of hours a specific artisan will be paid for per one (1) hour of work.

Example of Calculation:

For a Base Labor Rate bid of \$100.00/HR, a Carpenter working one (1) hour of overtime would generate a compensation of \$1.56.00 (\$100.00 x 1.0 hour x 1.56).

BASIS OF PAYMENT

Item 100.1 will be paid for at the Contract unit price per hour, which price shall include all equipment and tools required to perform the normal artisans work. All clothing or safety equipment normally associated with the artisans work is also considered incidental to this item.

The compensation price per hour shall include full payment for testing devices, tools, and incidental equipment necessary to properly carry out the work, including any vehicle necessary to transport the artisan to the facility requiring work.

The Compensation Factors above will be used to adjust the number of hours a specific artisan will be paid for, per one (1) hour of work. Overtime hours per artisan will be paid for work exceeding eight (8) consecutive hours per day or forty (40) hours per week.

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

Work to be done under 127.1 shall conform to the applicable provisions of Subsections 120 and 140 of the Standard Specifications and the following:

Work under this item shall consist of excavating reinforced concrete from barriers or pads at areas to be determined by the Engineer.

During barrier repair, excavated areas shall be limited to what can be either fully repaired in the same shift or prior approved means of establishing a MASH compliant system in the interim while repairs are ongoing safely. No exposed rebar, threaded rods, form ties, or blunt ends, will be allowed in areas open to traffic. Roadway must be cleaned and restored prior to opening to traffic.

Prior to excavation of the concrete, the contractor shall make a 1 inch saw cut around the excavation perimeter with a concrete saw.

Pneumatic chipping gun size to shall be limited to 15 pounds. Any deviation to be shall be submitted to the Engineer for approval.

CONSTRUCTION**Preparation of Surface**

All reinforcement bars and exposed concrete surfaces shall be cleaned. No grease, dust, rust, or laitance will be allowed to remain. Any steel damaged or otherwise made unsatisfactory for continued use, by the contractor's operations, shall be replaced at his own expense. Any steel that is unsuitable for further use through no fault of the contractor shall be replaced under Item 910.1, Steel Reinforcement for Structures – Epoxy Coated. All reinforcing steel that is loose shall be tied tightly together using wire ties.

METHOD OF MEASUREMENT

Item 127.1 will be measured for payment by the Cubic Yard of reinforced concrete excavated.

BASIS OF PAYMENT

Item 127.1 will be paid for at the contract unit price per Cubic Yard of reinforced concrete excavated, which price shall include all labor, materials, equipment, excavation, removal and disposal of any bituminous concrete and/or membrane waterproofing, and all incidental costs required to complete the work.

<u>ITEM 629.11</u>	<u>PRECAST CONCRETE BARRIER 42 INCH – SINGLE FACED</u>	<u>FOOT</u>
<u>ITEM 629.21</u>	<u>PRECAST CONCRETE BARRIER 42 INCH – DOUBLE FACED</u>	<u>FOOT</u>

The work under these Items shall conform to the relevant provisions of Subsection 629 of the Standard Specifications and the following:

The concrete barrier units shall be installed on the previously compacted gravel or cement concrete footing. Any additional material needed for the sub-base of the barriers, and between sections, will be paid for under Item 402, Dense Graded Crushed Stone for Sub-Base (CY) as directed by the Engineer or approved plan.

These Items shall also be utilized to provide precast or cast-in-place transition barriers between the existing and 42" tall proposed precast barriers. Similarly, this item may be used for transition barriers that exist between the existing barriers and the attenuators or highway guards. At the discretion of the Engineer these intermediate transition barriers may be cast-in-place in accordance with all the relevant provisions.

A tapered transition barrier shall be installed where precast barriers are installed adjacent to existing barriers that are less than 42" in height. Payment for the concrete taper (either precast or cast-in-place construction) shall be compensated by the FOOT under this Item.

Precast barriers designed for permanent conditions shall utilize the same MassDOT current construction standards as permanent barrier. All cast-in-place barrier must be MASH-compliant. Therefore, MASH-compliant cast-in-place barriers shall be designed in accordance with FHWA/AASHTO MASH requirements. In both cases, plans shall be submitted for approval.

If repairs are being made to short segments of permanent barrier, they may be done in-kind at the discretion of the Engineer.

Contractor shall not start barrier removal if work cannot be completed during the work shift.

Contractor shall create Temporary Work Zone only as required by the Engineer.

Any differences from what is shown in the Construction Standards shall be detailed and submitted, in writing to the Engineer for review and approval.

The use of dry cast concrete for precast barrier is prohibited. All precast concrete barriers shall be wet casted.

ITEMS 629.11and 629.21 (Continued)**METHOD OF MEASUREMENT**

Items 629.11 and 629.21 will be measured for payment by the Foot of respective precast concrete barriers installed, complete in place.

BASIS OF PAYMENT

Items 629.11 and 629.21 will be paid for at the Contract unit price per Foot, which price shall include full compensation for all labor, equipment, tools, materials including concrete penetrate/sealer, delineators, reinforcing steel, dowels, pre-molded filler, concrete leveling blocks, and all incidental costs required to complete the work.

No separate payment will be made for excavation for setting barriers in place, but all costs in connection therewith shall be included in the respective contract unit price bid.

<u>ITEM 629.6</u>	<u>CONCRETE BARRIER SINGLE FACE</u>	<u>FOOT</u>
	<u>REMOVED & DISCARDED</u>	
<u>ITEM 629.7</u>	<u>CONCRETE BARRIER DOUBLE FACE</u>	<u>FOOT</u>
	<u>REMOVED & DISCARDED</u>	

The work under these Items shall conform to the relevant provisions of Subsections 120 and 629 of the Standard Specifications and the following:

This item should be used for the removal of precast barrier sections and/or the removal of sections of Cast-In-Place barrier where chipping of concrete is not needed.

Existing concrete barrier shall be removed and properly disposed of by the Contractor.

Contractor shall be aware that this Item is intended to remove barrier of any height without the need for chipping.

Excavation and removal of existing gravel borrow, the existing concrete footing, shim plates, and bituminous concrete pavement will be incidental to these Items.

METHOD OF MEASUREMENT

Items 629.6 and 629.7 will be measured for payment by the Foot of respective Concrete Barrier Removed and Discarded.

BASIS OF PAYMENT

Items 629.6 and 629.7 will be paid for at the respective contract unit bid price per Foot, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

ITEM 665.200**CHAIN LINK FENCE REMOVED AND DISPOSED****FOOT**

The work under this Item shall conform to the relevant provisions of Subsection 665 of the Standard Specifications and the following:

Chain link fences and associated hardware attached to existing concrete barriers shall be removed and properly disposed of by the Contractor. Removal and disposal of Anti-Glare Slats shall be considered incidental to this item.

METHOD OF MEASUREMENT

Item 665.200 will be measured for payment by the Foot of chain link fence removed and disposed.

BASIS OF PAYMENT

Item 665.200 will be paid for at the contract unit price bid per Foot of chain link fence removed and disposed, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 675.**PERMANENT BARRIER FENCE****FOOT**

The work under this Item shall conform to the relevant provisions of Subsections 629 and 644 of the Standard Specifications and the following:

The work under this Item shall consist of furnishing and installing 72" chain link fence on top of a concrete barrier as directed by the Engineer.

All proposed submittals under this item will require detailed calculations and mounting details in accordance with AASHTO publications. Shop drawings shall be stamped by a Professional Engineer registered in Massachusetts. Calculations shall include base plate size, anchor bolt size, minimum edge distance, and penetration depth.

CONSTRUCTION METHOD

Prior to installing a new fence, the Contractor shall fill all existing fence sleeve holes or anchor bolt holes. Prior to filling holes, the Contractor shall completely vacuum all water and/or dust/debris out of existing hole to a dry/clean condition. Fill hole with an epoxy mortar approved on the most recent MassDOT Approved Product List.

For a top flush mount option, posts shall be welded to an approved steel plate. Post and plate shall be shop welded prior to the hot dipped galvanizing process. Post and plate units shall be mounted on top of an approved rubber gasket and concrete structure or barrier using 4 mechanical anchor bolts. New plates shall not be placed over or near existing holes. Contractor shall ensure the concrete mounting surface for baseplate is leveled to limits 1" beyond baseplate. Shimming is prohibited.

METHOD OF MEASUREMENT

Item 675. will be measured for payment by the Foot of permanent barrier fence installed, complete in place.

BASIS OF PAYMENT

Item 675 will be paid for at the Contract unit price per Foot, which price shall include all labor, materials (which includes, fence fabric, anti-glare slats, line post, end posts, plates, anchor bolts), shop welds, equipment, tools, and all incidental costs required to complete the work.

No additional payment will be made for shop drawing plans, the shop drawing approval process, PE stamp, or any additional designs required to be approved by the Engineer prior to installation, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 747.**EQUIPMENT FOR ENGINEERS FIELD OFFICE****LUMP SUM**

The work under this Item shall conform to the relevant provisions of Subsection 740 of the Standard Specifications and the following:

The following shall be provided for the Engineer and will become the property of the Massachusetts Department of Transportation. All equipment shall be maintained for the life of the Contract.

Twenty four (24) cans marking spray paint – Paint colors to be decided by Engineer

Twenty-four (24) cans upside-down marking spray paint – Paint colors to be decided by Engineer

Two (2) sets of ACI Grade I Technician complete concrete testing kits with carrying cases including but not limited to the following:

Slump cone kit

Air meter

- One (1) 5/8" hemispherical rod
- One (1) 3/8" hemispherical rod
- Two (2) Rubber mallet
- Four (4) sponges (5.5"x7.5" min.)
- One (1) flat striking bar
- One (1) striking plate
- Two (2) Concrete cylinder stripping tool
- Four (4) boxes (100 count min.) of Nitrile (8 mil thick min.) wrist length gloves
- Two (2) boxes (100 count min.) of Nitrile (8 mil thick min.) elbow length gloves
- Two (2) coolers capable of holding minimum of 7 concrete cylinders (subject to engineer's approval)
- Two (2) 5-gallon buckets
- ** All testing equipment to be serviced and calibrated per ACI/ASTM standards for the life of the contract. **
- Two (2) MassDOT approved temperature guns
- Three (3) Hammers: One (1) claw, One (1) framing, and One (1) brick; all to be Eswig
- Two (2) Streamlight knucklehead HAZ-LO spot light or equivalent
- Rechargeable battery with 110V charger and 12V truck charger
- Rechargeable battery with 110V charger and 12V truck charger
- Two (2) Laser distance measurers, capable of measuring 600'
- Two (2) Digital smart levels (one 48 inches long, one 24 inches long)
- Six (6) Laser pointers, Damflew brand with green dot laser point or equivalent

ITEM 747. (Continued)**ENGINEERING EQUIPMENT**

The following shall be provided for the Engineer and will become the property of the Massachusetts Department of Transportation.

- Four (4) heavy duty staplers – Swingline 747 type
- Four (4) boxes of heavy-duty staples for Swingline 747 Stapler - 1,000 staples per box
- Six (6) 1 TB USB flash drives
- Six (6) 500 GB USB flash drives
- One (1) measuring wheel (English units)
- Six (6) 30-foot heavy duty measuring tapes
- Fifty (50) black ballpoint pens
- Fifty (50) blue ballpoint pens
- Fifty (50) red ballpoint pens
- Twenty-Four (24) black sharpie markers
- Two (2) boxes of assorted color sharpie markers, 12 per box
- Twelve (12) large/heavy duty black sharpie markers
- Six (6) engineering field books (Rite in the Rain all-weather Memo Book No. 374-M) or Equivalent
- Twenty-four (24) post-its packs size 3"x 3"
- Twenty-four (24) post-its packs size 3"x 5"
- Twenty-four (24) post-its packs size 4"x 6"
- Twelve (12) boxes binder clips – assorted sizes
- Two (2) sets of wireless keyboard and mouse
- Twelve (12) canisters Lysol (or equivalent) wipes (100 count min.)
- Twelve (12) canisters hand cleaning wipes (100 count min.) – Tub O' Towels Brand Heavy Duty Cleaning Wipes
- Six (6) Type-C USB cables 5-foot
- Three (3) Type-C USB cables 10-foot
- Six (6) Type-Lightning USB cables 5-foot
- Three (3) Type- Lightning USB cables 10-foot
- Four (4) 12V USB truck chargers
- Eight (8) Cigarette Lighter/Power Point Plug-In 12-Volt to 120-Volt, 300 Watt Output Minimum Power Inverter Pure Sine Wave Type with 2 Outlets
- Twelve (12) 3M safety glasses Tinted for sun protection
- Twelve (12) 3M safety glasses

BASIS OF PAYMENT

Item 747. will be paid for at the Contract unit price Lump Sum, which price shall include all labor, materials, equipment, all services, maintenance, and all incidental costs required to complete the work.

ITEM 748.1**EMERGENCY RESPONSE****EACH**

Work under this item shall conform to the relevant provision of Section 748 of Standard Specifications and the following:

This Item shall consist of preparatory work and operations for emergency response after notification from the Engineer. It shall include preparations necessary for the movement of personnel, equipment, and incidentals to the project site for the establishment of an effective response under the work assignment.

Note: The Contractor is required to commence emergency work within 4 hours of notification.

METHOD OF MEASUREMENT

Item 748.1 will be measured for payment by the Each emergency response for every emergency work order under which the Contractor meets the response requirement.

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.

BASIS OF PAYMENT

Item 748.1 will be paid for at the Contract unit price per Each, which price shall be full compensation for all costs associated with ensuring prompt response to emergency situations and to get equipment to a deemed emergency location in time.

In the event that the Contractor does not satisfy the (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.

All labor, material and equipment to perform the emergency work will be paid for under the appropriate pay items.

ITEM 854.6**TEMPORARY PORTABLE RUMBLE STRIP****DAY**

Work to be done under Item 854.6 consists of furnishing, deploying, maintaining proper operating conditions, and removing temporary portable rumble strips (TPRS) for temporary lane closures of 24 hours or less.

MATERIALS

The TPRS shall be 10' to 11' wide, measured perpendicular to the path of travel, 12" to 16" long, measured parallel to the path of travel, and 0.5" to 0.75" tall. All edges shall be beveled. The surfaces shall be grooved to limit potential hydroplaning.

The TPRS shall lay flat on the road surface without the use of nails, anchors, or adhesives, and shall be flexible so as to conform to the surface profile.

The TPRS shall be able to withstand vehicle weights of up to 80,000 lbs. and operate in temperatures between 0° to 120° F.

The manufacturer shall certify the TPRS to be safe for use on roads with speed limits of at least 70 mph.

TPRS that appear damaged or functioning in an unsafe manner may be order removed by the Engineer and replaced at no additional cost.

CONSTRUCTION METHODS

The TPRS shall be installed per the plans or at the discretion of the Engineer.

The Contractor shall conform to the manufacturer's specifications for installation and the following:

- A. The road surface shall be cleared of all gravel, sand, and debris.
- B. If RoadQuake 2™ model is used, the modular pieces shall be assembled into 11-foot strips per the manufacturer's instructions in advance of deployment. The interconnected segments shall form a smooth and flat, continuous section.
- C. A Truck-Mounted Attenuator, conforming to Section 850, shall be used as shadow vehicle protection during the deployment and removal of TPRS on any roadway with speeds of 45 mph or greater.
- D. TPRS shall be deployed in conjunction with all other temporary traffic control devices. MA-W28-1 (Rumble Strips Ahead) sign(s) shall be installed per the Temporary Traffic Control Plan.

ITEM 854.6 (Continued)**E. TPRS deployment:**

1. TPRS shall be placed perpendicular to the direction of travel, centered in the lane.
2. Three (3) individual strips are required for a single array.
3. Refer to the Temporary Traffic Control Plan for the location of the array respective to the lane closure.
4. The spacing of the individual strips within the array shall conform to the following table:

Speed Limit	Distance Between Rumble Strips (measured center-to-center)
>55 mph	20 feet
40 mph to 55 mph	15 feet
<40 mph	10 feet

5. The TPRS shall be placed without the use of nails, adhesives, or other methods of affixing them to the road surface.

F. All TPRS shall be maintained in proper condition, alignment, spacing, and location throughout the duration of the lane closure, at no additional cost.

G. The TPRS shall be removed prior to the removal of the traffic control devices used to close the travel lane.

H. TPRS shall not be used during snow events.

METHOD OF MEASUREMENT

Item 854.6 will be measured by an array of three (3) temporary portable rumble strips is considered one (1) unit and will be measured by the DAY. Each period of up to 24 hours during which this unit is in use will be measured as one day regardless of the number of times the array is deployed, repositioned, or removed.

BASIS OF PAYMENT

Item 854.6 will be paid for at the contract unit price per DAY, which shall include full compensation for furnishing, deploying, repositioning, and removing the array of three (3) individual strips as directed by the Engineer.

ITEM 859.1**REFLECTORIZED DRUMS WITH SEQUENTIAL
FLASHING WARNING LIGHTS****DAY**

Work to be done under Item 859.1 shall conform the relevant provisions of Subsection 850 of the Standard Specifications and the following:

Work under this item consists of furnishing, installing, maintaining in proper operating conditions, and removing reflectorized drums, and any necessary ballast, equipped with sequential flashing warning lights.

MATERIALS

Reflectorized drums shall be listed on the MassDOT Qualified Traffic Control Equipment List. Reflective sheeting on drums shall meet or exceed ASTM D4956 Type VIII. All drums shall be maintained in a satisfactory manner including the removal of oils, dirt, and debris that may cause reduced retroreflectivity.

The Contractor shall use one of the following sequential flashing warning light systems unless otherwise approved by the Engineer:

1. Empco-Lite LWCSD.
2. pi-Lit® Sequential Barricade-Style Lamp; or
3. Unipart Dorman SynchroGUIDE.

Sequential flashing warning lights shall be secured to reflectorized drums per the light manufacturer's specifications.

CONSTRUCTION METHODS

The first ten (10) drums in any merging or shifting taper as designated in the Temporary Traffic Control Plan shall be equipped with sequential flashing warning lights. These lights shall be operating, at a minimum, between dusk and dawn when the taper is deployed.

The successive flashing of the sequential warning lights shall occur from the upstream end of the merging or shifting taper to the downstream end of the taper in order to identify the desired vehicle path. Each warning light in the sequence shall be flashed at a rate of not less than 55, nor more than 75 times per minute.

Warning lights shall be powered off when drums are not deployed in a taper.

ITEM 859.1 (Continued)**METHOD OF MEASUREMENT**

Item 859.1 will be measured by a group of ten (10) reflectorized drums with sequential flashing warning lights is considered one (1) unit and will be measured by the day. Each period of up to 24 hours during which this unit is in use will be measured as one day regardless of the number of times that the drums are positioned, repositioned, removed, or returned to service.

BASIS OF PAYMENT

Item 859.1 will be paid for at the contract unit price per DAY, which shall include full compensation for furnishing, positioning, repositioning, and removing the group of ten (10) drums as directed by the Engineer.

ITEM 909.5**RAPID SETTING CONCRETE****CUBIC YARD**

The work under this Item shall conform to the relevant Provisions of Subsection 901 of the Standard Specifications and the following:

The work under this Item shall consist of placing rapid setting cementitious concrete material that is suitable to repair or replace concrete roadside barriers, as directed by the Engineer.

The rapid setting cementitious material shall be qualified rapid set material that have completed testing through AASHTO's National Transportation Program (NTPEP) and is included on the MassDOT Qualified Construction Material List.

MassDOT approved Mobile Concrete Mixers can be used and are listed on the Qualified Construction Materials List (with Serial number) and shall meet all the requirements of ASTM C685 and be currently registered with the Volumetric Mixer Manufacturer Bureau (VMMB).

The rapid setting cementitious material shall be expanded with aggregate for placements that are (2") inches or more in depth and must be formulated to develop a minimum compressive strength of 2200 PSI within two (2) hours.

The product shall be expanded using clean non-reactive aggregates from a MassDOT approved source according to a formulation acceptable to the manufacturer. Aggregate shall be specified, labeled, and furnished by the rapid set manufacturer and shall be approved by the Engineer. The mixing process for expanding the rapid setting patching material shall be performed per the manufacturer's recommendations.

The Contractor will be required to cast twelve (12) cylinders from trial batch for compressive strength testing, in accordance with AASHTO T 161. The trial batch production shall use the same materials and processes as those to be used to produce the rapid setting patching material for the contract.

Trial batching shall be conducted in the presence of the Engineer. The concrete cylinders shall be cast by a certified technician for testing at an independent laboratory approved by MassDOT. Acceptance shall be based on the average compressive strength of three (3) cylinder breaks. The cylinders shall be tested at two (2) hours and seven (7) days. The minimum average compressive strength of the specimens (including overdesign requirement) shall be 2400 PSI at two (2) hours and 5000 psi at seven (7) days. Two sets of three (3) cylinders shall be reserved for quality assurance testing by MassDOT Research and Material Section. The contractor shall coordinate delivery of the concrete cylinders to a MassDOT facility so that they may be tested for compressive strength at two hours. No cylinders shall be handled or transported until they have cured for a minimum of 1 hour.

Retesting through trial batching will be required if the rapid setting cementitious product, aggregate source changes or the process to produce the patching material changes.

The Engineer is to be given 10-day minimum advance notification of trial batch production.

ITEM 909.5 (Continued)

The Engineer is to be given 10-day minimum advance notification of trial batch production.

Construction Method

The surface to receive the rapid setting material shall be properly prepared and free from frost, ice, mud, water, grease, dirt, and any other materials that will hamper the bond.

Prior to placing the rapid setting repair material, the patch area shall be flushed with clean potable water to remove all dust and then blasted with oil free compressed air to remove all standing water.

The ambient temperature must be 40 degrees F and rising for placement of the rapid set repair material. Placement of this material when the temperature is below 40 degrees F will require the following:

1. Heating the mixing water.
2. Heating the aggregate.
3. Using warm cement.
4. Pre-heating the excavated area to receive new barrier replacement using a method approved by the Engineer.
5. Protecting the mixture from freezing after placement until after hydration takes place.

The rapid setting placement material shall be cured and protected until the minimum compressive strength is achieved.

It is understood that the cold weather steps listed above come at an additional cost to the Contractor.

The Contractor shall be required to mix and place the cement by using an eight (8) cubic foot minimum rubber-blade mobile mixer. Two (2) mixers will be required to be on site, of which one mixer can be used as a back-up. Sufficient materials and backup equipment shall be provided on the construction site by the Contractor to ensure that a breakdown of equipment will not cause significant delays in completing the scheduled work in the shift.

Approval by the Engineer of all formwork shall be required prior to placement of any concrete.

The Engineer may require the Contractor to vibrate and/or power screed the patched area. Payment for such equipment shall be considered incidental to this Item.

Placements shall be completed by 2:00 AM at the latest for nighttime operations so that the required compressive strength of 2500 PSI is attained before the area is opened to traffic no later than 5:00 A.M.

ITEM 909.5 (Continued)

Formwork shall be maintained and remain in place a minimum of four (4) hours after placement. All formwork placed under this contract must be removed no later than three (3) days after it was initially placed. Failure to remove said formwork within three (3) days could result in its removal by others with the associated costs being assessed to the Contractor.

It will be at discretion of the Engineer to determine if the repair section will be replaced by an appropriate section of either pre-cast or cast-in-place barrier items.

METHOD OF MEASUREMENT

Item 909.5 will be measured for payment by the Cubic Yard installed in the formwork, complete in place.

BASIS OF PAYMENT

Item 909.5 will be paid at the Contract unit price per Cubic Yard of concrete installed in the formwork, complete in place. The Contract Price shall include all labor, materials, tools, equipment, mobile mixer and all incidental costs required to complete the work as required by the Engineer including the removal of all formwork as noted above. Any required trial batching and acceptance testing including the cost associated with hiring certified technician shall also be considered incidental to this Item.

Where formwork is placed for a roadway barrier repair, payment will be made at 70% of the measured volume, the remaining 30% will be made upon the removal of the formwork, site restored and barrier fully rubbed and finished.

ITEM 913.31**CORING AND GROUTING DOWELS****FOOT**

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

The work shall consist of coring holes, furnishing, installing, and grouting of steel dowel reinforcement at the locations required by the Engineer.

MATERIALS

The steel dowels/bars shall meet the requirements of AASHTO M31 (ASTM A 615) Grade 60 for reinforcement unless otherwise noted. All steel reinforcement dowels shall be epoxy coated in accordance with AASHTO M284.

Only those products previously approved for the purpose intended herein and listed on the Qualified Construction Materials List maintained by the MassDOT Research and Materials Section may be used.

Epoxy, vinyl, or polyester resin adhesives shall not be utilized.

No materials will be ordered and used before the approval of the Engineer.

CONSTRUCTION METHODS

Cored dowel holes shall be diamond core drilled. The inner surfaces of the diamond core drilled holes shall be scored or roughened to allow better adhesion of the grout. The method of scoring shall be subject to approval by the Engineer. The hole diameter shall be in accordance with the grout manufacturer's recommendations and results of field testing. The holes shall be clear of any debris or foreign material and shall have the approval of the Engineer prior to placement of any grout material.

The Contractor shall strictly follow the recommendations of the manufacturer for mixing and placing the grout material prior to the placement of the dowels. Any excessive grout around the hole after placement of the dowel shall be struck off smooth while the grout is still fresh. The Contractor shall adhere to the manufacturer's specifications for the minimum and maximum temperatures while placing the grout.

ITEM 913.31 (Continued)

Dowel embedment must be adequate to fully develop the bond strength of the bar.

The grout, cored hole diameter, and embedment depth shall conform to the manufacturer's recommendations and be submitted to the Engineer for approval.

The Contractor shall arrange with the materials manufacturer or distributor to have the services of a competent field representative at the work site prior to any coring of the proposed dowel holes to instruct the work crews in proper dowel installation procedures.

The Contractor shall be completely responsible for the expense of the services of the required field representative and the contract unit price shall be considered full compensation for all costs in connection therewith.

The coring operation shall be performed without damage to any existing portion of the structure that is to remain in place. Any damage to any existing portion of the structure that is to remain in place shall be repaired to a condition equal to or better than what existed prior to the beginning of the Contractor's operations and shall be repaired at the Contractor's expense.

METHOD OF MEASUREMENT

Item 913.31, Coring and Grouting Dowels, will be measured for payment by the foot of the depth cored hole and dowel installed. grouted dowel installed and accepted by the Engineer.

The Contractor shall have no claim for any variations in the diameter of the hole.

Any existing steel rendered unsuitable for reuse through negligence on the part of the Contractor shall be replaced at the Contractor's expense.

BASIS OF PAYMENT

Item 913.31, Coring and Grouting Dowels, will be paid for at the contract unit price per foot of cored and grouted dowel installed and accepted by the Engineer, which price shall include all labor, materials, tools, equipment, and other incidental costs required to complete the work.

The cost of the reinforcing steel that is installed into the cored and grouted holes will be paid for under Item 910.1. Steel Reinforcement for Structures – Epoxy Coated.

END OF DOCUMENT

DOCUMENT A00804

TYPICAL FORMS USED FOR STRUCTURES MAINTENANCE CONTRACTS

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Typical Forms Used for Structures Maintenance Contracts

1. DAILY WORK FORCE REPORT

(Refer to: <https://www.mass.gov/lists/highway-utility-forms-documents>)

- a. To be completed by the Contractor and signed by both the Contractor Superintendent/Foreman and the MassDOT Field Representative.
- b. Separate forms are required for each work location per shift.
- c. This form shall be completed for work covered under both Time & Material and standard Contract Items.

2. ACCESS WORK REQUEST FORM

- a. To be completed by the Contractor and signed by the Resident Engineer prior to formal submission.
- b. Submitted via email to: district6awrequest@dot.state.ma.us.

3. MASSDOT DISTRICT 6 MAINTENANCE Request for Information

- a. To be completed and issued by the Resident Engineer.

4. Equipment Watch Calculation Sheet (Excel file)

- a. To be submitted with the Contractor Requisition as supporting documentation for Contractor owned equipment.

5. Monthly Projected Spending Report (PSR) Workbook (Excel) and Monthly PSR Instructions (PDF)

- a. To be completed by the Contractor and submitted with the Contractor Requisition or as requested by the Engineer.

6. Contractor Requisition for Payment Summary Sheet Template (PDF)

- a. All necessary supporting documentation shall accompany the Summary Sheet.
- b. To be broken out by Work Order, Pay Code, and BIN Number.

7. Standard Progress Meeting Agenda (Word file – modifiable)

- a. To be completed by the Contractor and distributed to all Contract staff at least 24 hours in advance of progress meetings.

8. RMS 360 (Excel file issued at the Pre-Construction Conference)

- a. To be issued to the Contractor by the Resident Engineer.
- b. The Contractor shall provide all necessary documentation to the Resident Engineer for review and approval.
- c. The Resident Engineer will coordinate with the District Materials Engineer.

9. RFI Template (PDF)

- a. To be completed and signed by the Contractor and submitted to the Resident Engineer for response

10. EWO Calculation Excel Workbook

Note:

Certain forms and files listed above will be provided by the Resident Engineer following the Pre-Construction Meeting.



Maura Healey, Governor
 Kimberley Driscoll, Lieutenant Governor
 Phillip Eng, Interim MassDOT Secretary
 Jonathan L. Gulliver, Undersecretary and Highway Administrator



ACCESS WORK REQUEST FORM

S M T W Th F S
 Day(s): Date(s):

Time (0-24 HR):

Area/Location of Work:

Description of Work:

Contract/Permit _____ Contractor/Permittee/Other: _____

Contractor Representative: _____ Cell: _____ Tel: _____

MassDOT Representative: _____ Cell: _____ Tel: _____

Traffic Control Setup: None Required by MassDOT by Permittee

Lanes Requested/Direction:

(MassDOT Use Only)

State Police Details: No Yes Number: _____ MassDOT Setup: M7 M8

Detail Sign In Location: _____ Time (0-24 HR): _____

Billing Information: _____ MassDOT Billing No: _____

Trust Fund Reimbursable: No Yes

Special Instructions/Conditions

* Contractor responsible to ensure all secured doors be closed and locked at the end of each shift

Approvals

District Resident Engineer

Access Work Coordinator

Confined Space entry Lockout/Tagout MH / CB Access See Attached

FAILURE TO NOTIFY THE HOC (617-946-3150) BEFORE THE START OF WORK WILL RESULT IN REVOCATION OF THIS WORK REQUEST.

E-Mail Completed Form at District6AWRequest@dot.state.ma.us

District 6 Highway Division
 185 Kneeland Street, Boston, MA 02111
 Tel: 857-368-6100,
www.mass.gov/massdot

MASSDOT
DISTRICT 6 MAINTENANCE
Request for Information

Project: _____

Contract #: _____

Contractor: _____

Date: _____ **RFI #:** _____

REQUEST:

Requested By: _____
(Contractor) Date: _____

RESPONSE:

Response By: _____
(Consultant/In-House Dept.) Date: _____

Reviewed By: _____
(MassDOT) Date: _____

Blue Book Equipment Rate Calculation (Standard Special Provision [or Interim Supplemental Specifications] dated before 7/27/2012)								
Contractor/Claimant:								
Contract Number:								
Date of Standard Special or Interim Supplemental Provisions (footnote 1)								
Subject:	Blue Book Equipment Rate Calculation Worksheet			Please Fill in all Yellow Cells (monthly rate and area, age, and indirect [ownership] adjustments need to be obtained from Blue Book Rental Rate manual)				
Note:	Refer to MassDOT 1995 Standard Specifications for Highways and Bridges Subsection 9.03 & latest supplemental specifications.							
<hr/>								
Equipment Description:								
Make:								
Model and Description:								
Year:								
<hr/>								
Equipment Rate Calculation:					Enter Factor as decimal (based on 1.00 as 100%)			
Monthly Rate								
Area Adjustment Factor					0.000			
					-			
Age Adjustment Factor					0.000			
					-			
Overhead (indirect ownership) Adjustment Factor		1 -				1.000		
Adjusted Monthly Rate						-		
Monthly Equipment Hours				176		176		
Hourly Ownership Costs						-		
Hourly Operating Costs								
MassDOT Adjustment Factor (spec. allows 80% of Blue Book operating rate)				0.8		0.8		
MassDOT Adjusted Hourly Operating Rate						0.00		
Total MassDOT Adjusted Rate						0.00		
Footnote 1 -		There are three calculation work sheets based on Standard Special Provisions [or Interim Supplemental Specifications] date. Pre 7/27/2012 uses one calculation sheet and 7/27/2012 to 1/13/2014 uses another calculation sheet. 2/14/2014 uses another calculation sheet. Check the worksheet name for proper calculation sheet.						

Blue Book Equipment Standby Rate Calculation (Standard Special Provision [or Interim Supplemental Specifications] dated before 7/27/2012)						
Contractor/Claimant:						
Contract Number:						
Date of Standard Special or Interim Supplemental Provisions (footnote 1)						
Subject:	Blue Book Equipment Rate Calculation Worksheet			Please Fill in all Yellow Cells (monthly rate and area, age, and indirect [ownership] adjustments need to be obtained from Blue Book Rental Rate manual)		
Note:	Refer to MassDOT 1995 Standard Specifications for Highways and Bridges					
	Subsection 9.03 & latest supplemental specifications.					
<hr/>						
Equipment Description:						
	Make:					
	Model and Description:					
	Year:					
<hr/>						
Equipment Rate Calculation:				Enter Factor as decimal (based on 1.00 as 100%)		
	Monthly Rate					
	Area Adjustment Factor					0.000
						-
	Age Adjustment Factor					0.000
						-
	Overhead (indirect ownership) Adjustment Factor		1 -			1.000
	Adjusted Monthly Rate					-
	Monthly Equipment Hours			176		176
	Hourly Ownership Costs					-
	Hourly Ownership Costs					-
	Hourly Operating Costs					
	Subtotal Operating & Ownership Costs					-
	MassDOT Adjustment Factor (spec. allows 25% of Blue Book rate)			0.25		0.25
	Total MassDOT Adjusted Rate					0.00
Footnote 1 -	There are three calculation work sheets based on Standard Special Provisions [or Interim Supplemental Specifications] date. Pre 7/27/2012 uses one calculation sheet and 7/27/2012 to 1/13/2014 uses another calculation sheet. 2/14/2014 uses another calculation sheet. Check the worksheet name for proper calculation sheet.					

Use this Calc sheet if Contract Standard Special Provision [or Interim Supplemental Specifications] dated from 7/27/2012 to 1/13/2014



Blue Book Equipment Rate (Standard Special Provision [or Interim Supplemental Specifications] dated from 7/27/2012 to 1/13/2014)					
Contractor/Claimant					
Contract Number:					
Date of Standard Special or Interim Supplemental Provisions (footnote 1)					
Subject:	Blue Book Equipment Rate Calculation Worksheet			Please Fill in all Yellow Cells (monthly rate and area, age, and indirect [ownership] adjustments need to be obtained from Blue Book Rental Rate manual)	
Note:	Refer to MassDOT 1995 Standard Specifications for Highways and Bridges				
	Subsection 9.03 & latest supplemental specifications.				
Equipment Description: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Make: <input type="text"/> Model and Description: <input type="text"/> Year: <input type="text"/>					
Equipment Rate Calculation: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Enter Factor as decimal (based on 1.00 as 100%)					
Monthly Rate					0.000
Area Adjustment Factor					-
Age Adjustment Factor					0.000
Overhead (indirect ownership) Adjustment Factor		1	-		1.000
Adjusted Monthly Rate					-
Monthly Equipment Hours			176		176
Hourly Ownership Costs					-
Hourly Ownership Costs					-
Hourly Operating Costs					-
Subtotal Operating & Ownership Costs					-
MassDOT Adjustment Factor (spec. allows 80% of Blue Book ownership rate)			0.8		0.80
Total MassDOT Adjusted Rate					0.00
Footnote 1 -	There are three calculation work sheets based on Standard Special Provisions [or Interim Supplemental Specifications] date. Pre 7/27/2012 uses one calculation sheet and 7/27/2012 to 1/13/2014 uses another calculation sheet. 2/14/2014 uses another calculation sheet. Check the worksheet name for proper calculation sheet.				

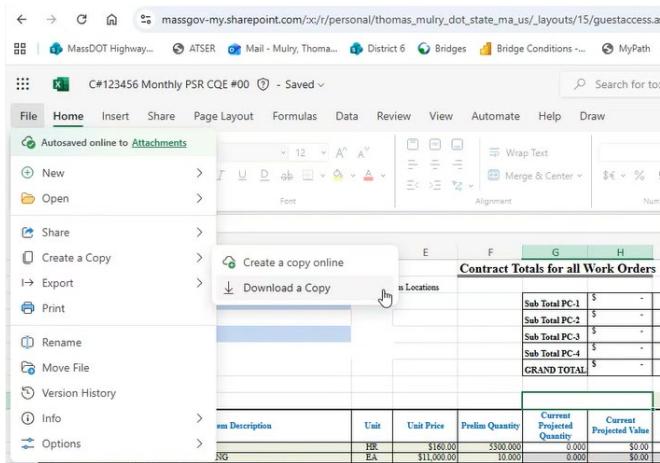
Blue Book Equipment Rate Standby Calculation (Standard Special Provisions [or Interim Supplemental Specifications] dated from 7/27/2012 to 1/13/2014)						
Contractor/Claimant:						
Contract Number:						
Date of Standard Special or Interim Supplemental Provisions (footnote 1)						
Subject:	Blue Book Equipment Rate Calculation Worksheet			Please Fill in all Yellow Cells (monthly rate and area, age, and indirect [ownership] adjustments need to be obtained from Blue Book Rental Rate manual)		
Note:	Refer to MassDOT 1995 Standard Specifications for Highways and Bridges Subsection 9.03 & latest supplemental specifications.					
<hr/>						
Equipment Description:						
Make:						
Model and Description:						
Year:						
<hr/>						
Equipment Rate Calculation:				Enter Factor as decimal (based on 1.00 as 100%)		
Monthly Rate						
Area Adjustment Factor						0.000
						-
Age Adjustment Factor						0.000
						-
Overhead (indirect ownership) Adjustment Factor		1 -				1.000
Adjusted Monthly Rate						-
Monthly Equipment Hours			176			176
Hourly Ownership Costs						-
Hourly Ownership Costs						-
MassDOT Adjustment Factor (spec. allows 25% of Blue Book ownership rate)				0.25		0.25
Total MassDOT Adjusted Standby Rate						0.00
Footnote 1 -	There are three calculation work sheets based on Standard Special Provisions [or Interim Supplemental Specifications] date. Pre 7/27/2012 uses one calculation sheet and 7/27/2012 to 1/13/2014 uses another calculation sheet. 2/14/2014 uses another calculation sheet. Check the worksheet name for proper calculation sheet.					

Blue Book Equipment Rate Calculation Interim Supplemental Specifications dated on or after 1/14/2014					
Contractor/Claimant					
Contract Number:					
Date of Standard Special or Interim Supplemental Provisions (footnote 1)					
Subject:	Blue Book Equipment Rate Calculation Worksheet			Please Fill in all Yellow Cells (monthly rate and area, age, and indirect [ownership] adjustments need to be obtained from Blue Book Rental Rate manual)	
Note:	Refer to MassDOT 1995 Standard Specifications for Highways and Bridges Subsection 9.03 & latest supplemental specifications.				
Equipment Description:					
	Make:				
	Model and Description:				
	Year:				
Equipment Rate Calculation: Enter Factor as decimal (based on 1.00 as 100%)					
	Monthly Rate				
	Area Adjustment Factor	0.000			
		-			
	Age Adjustment Factor	0.000			
		-			
	Overhead (indirect ownership) Adjustment Factor	1.000			
	Adjusted Monthly Rate	-			
	Monthly Equipment Hours	176			
	Hourly Ownership Costs	-			
	Hourly Ownership Costs	-			
	Hourly Operating Costs				
	Subtotal Operating & Ownership Costs	-			
	Total MassDOT Adjusted Rate	0.00			
Footnote 1 -	There are three calculation work sheets based on Standard Special Provisions [or Interim Supplemental Specifications] date. Pre 7/27/2012 uses one calculation sheet and 7/27/2012 to 1/13/2014 uses another calculation sheet. 2/14/2014 uses another calculation sheet. Check the worksheet name for proper calculation sheet.				

Blue Book Equipment Rate Standby Calculation Interim Supplemental Specifications dated 1/13/2014 & later						
Contractor/Claimant:						
Contract Number:						
Date of Standard Special or Interim Supplemental Provisions (footnote 1)						
Subject:	Blue Book Equipment Rate Calculation Worksheet			Please Fill in all Yellow Cells (monthly rate and area, age, and indirect [ownership] adjustments need to be obtained from Blue Book Rental Rate manual)		
Note:	Refer to MassDOT 1995 Standard Specifications for Highways and Bridges Subsection 9.03 & latest supplemental specifications.					
<hr/>						
Equipment Description:						
Make:						
Model and Description:						
Year:						
<hr/>						
Equipment Rate Calculation:				Enter Factor as decimal (based on 1.00 as 100%)		
Monthly Rate						
Area Adjustment Factor						0.000
						-
Age Adjustment Factor						0.000
						-
Overhead (indirect ownership) Adjustment Factor		1 -				1.000
Adjusted Monthly Rate						-
Monthly Equipment Hours				176		176
Hourly Ownership Costs						-
Hourly Ownership Costs						-
MassDOT Adjustment Factor (spec. allows 50% of Blue Book ownership cost)				0.5		0.50
Total MassDOT Adjusted Standby Rate						0.00
Footnote 1 -	There are three calculation work sheets based on Standard Special Provisions [or Interim Supplemental Specifications] date. Pre 7/27/2012 uses one calculation sheet and 7/27/2012 to 1/13/2014 uses another calculation sheet. 2/14/2014 uses another calculation sheet. Check the worksheet name for proper calculation sheet.					

Contractor Instructions for Managing the Monthly PSR

1. Contractor to Open the email from the Resident Engineer with subject line “C#123456 Monthly PSR CQE #00”.
2. Open the excel file link in the email body titled “C#123456 Monthly PSR CQE #00”.
3. A “Verify Your Identity” window will pop up. Proceed to enter your email and click “Next”.
4. The excel file will open in a web-based window. This may take a couple of minutes.
5. Next, you will need to download the file locally. To do this, click File → Create a Copy → Download a Copy. This may take a minute.



6. Next, find the file in the Recent Download History or the Downloads folder. At this point, feel free to move the file into your preferred folder. Then open the file.
7. Once open, click the “Enable Editing” button that appears in the yellow ribbon at top of screen as the file is in “Protected View”.
8. A pink ribbon may appear stating “Security Risk”. Just click the “X” to close it.
9. Ensure you are in the “TOTAL” tab, if not, click on it. Next, double click cell C3 to change the “Period End” date. A password pop-up window will appear. Before you can edit the PSR spreadsheet, excel will prompt you to enter a password once you click in one of the blue shaded cells. **The password is: “Contractor”** NOTE: Passwords are case sensitive. Anything shaded in blue is designated for the contractor.
10. For the 1st estimate (CQE) and all CQE’s moving forward, the Contractor will need to update cells C3 and C5.
 - a. C3 needs to be entered per the following format “MM/DD/YYYY”
 - b. C5 needs to be entered per the following format “1” “2” etc.
11. Once step 10 has been completed, you can proceed to click on the specific work order tab(s) to fill out the blue shaded cells accordingly.
12. Click on tab “WO#XXX” then click cell K1 and enter in a Work Order Description.
13. Click on the Quantity cells under each month (highlighted in blue) starting in cell I11 and fill out the quantities accordingly for each month. Do this for all work orders.

14. The spreadsheet will auto calculate everything accordingly. Items are broken out by paycode as well as the total values at the top of the spreadsheets.
15. This PSR file can be used for monthly cash flow projections, requisitions for payment, work order cost estimates, funding requests, interim spending checks, etc., etc.
16. Upon submission of a requisition, the Contractor shall input the actual quantities for the prior month of the work orders accordingly and reproject the quantities forward for all work orders (both currently working and future orders).
17. Upon completion of a work order, the Work Order tab shall be filled out with the final quantities accordingly.
18. Each month when a requisition is sent to the RE, it will be accompanied by this PSR file. The file name shall be updated for each estimate by changing the CQE #XX accordingly.
“C#123456 Monthly PSR CQE #01”

Contract #:

123456

Description :

DISTRICT 6 - Scheduled & Emergency XXXXXXXXXXXXXXX at Various Locations

Period Ended :

07/01/2025

CQE #

1

Contract Totals for all Work Orders

Item #	PC Code	Item Description	Unit	Unit Price	Prelim Quantity	Current Projected Quantity	Current Projected Value	Quantity		
								Cost	Quantity	Cost
100.1000	1	BASE LABOR RATE	HR	\$160.00	5300.000	0.000	\$0.00	0.000	0.000	\$0.00
106.8800	1	JACKING AND SHORING	EA	\$11,000.00	10.000	0.000	\$0.00	0.000	0.000	\$0.00
127.1200	1	REINFORCED CONCRETE SUBSTRUCTURE EXCAVATION	CY	\$4,250.00	200.000	0.000	\$0.00	0.000	0.000	\$0.00
628.4000	1	TEMPORARY IMPACT ATTENUATOR, REMOVED AND RESET	EA	\$1.00	4.000	0.000	\$0.00	0.000	0.000	\$0.00
628.7300	1	TEMPORARY IMPACT ATTENUATOR BI-DIRECTIONAL, NON-REDIRECTIVE (TL-3)	EA	\$1.00	4.000	0.000	\$0.00	0.000	0.000	\$0.00
747.0000	1	EQUIPMENT FOR ENGINEERS FIELD OFFICE	LS	\$10,100.00	1.000	0.000	\$0.00	0.000	0.000	\$0.00
748.1000	1	EMERGENCY RESPONSE TRAFFIC CONES FOR TRAFFIC MANAGEMENT	EA	\$1.00	6.000	0.000	\$0.00	0.000	0.000	\$0.00
851.0000	1	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	EA	\$1.00	300.000	0.000	\$0.00	0.000	0.000	\$0.00
852.0000	1	TEMPORARY BARRIER - MOVED AND RESET	EA	\$1.00	400,000	0.000	\$0.00	0.000	0.000	\$0.00
853.2100	1	TEMPORARY PORTABLE BARRIER	EA	\$1.00	120,000	0.000	\$0.00	0.000	0.000	\$0.00
853.3300	1	TEMPORARY BARRIER - LIMITED DEFLECTION (TL-3)	EA	\$1.00	300,000	0.000	\$0.00	0.000	0.000	\$0.00
853.4030	1	TRUCK MOUNTED BARRIER	EA	\$1.00	450,000	0.000	\$0.00	0.000	0.000	\$0.00
853.8000	1	TEMPORARY ILLUMINATION FOR WORK ZONE	EA	\$1.00	300,000	0.000	\$0.00	0.000	0.000	\$0.00
854.6000	1	TEMPORARY PORTABLE STRIP	EA	\$1.00	450,000	0.000	\$0.00	0.000	0.000	\$0.00
856.0000	1	ARROW BOARD	EA	\$1.00	50,000	0.000	\$0.00	0.000	0.000	\$0.00
856.1200	1	PORTABLE CHANGEABLE MESSAGE BOARD	EA	\$1.00	50,000	0.000	\$0.00	0.000	0.000	\$0.00
859.0000	1	REFLECTORIZED DRUM	EA	\$0.00	0.000	0.000	\$0.00	0.000	0.000	\$0.00
859.1000	1	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	EA	\$0.00	0.000	0.000	\$0.00	0.000	0.000	\$0.00
905.0000	1	4000 PSI, 3/8 INCH REFLECTORIZED DRUM	EA	\$4,250.00	2.000	0.000	\$0.00	0.000	0.000	\$0.00
909.2000	1	CEMENTITIOUS MATERIALS - CEMENT CONCRETE FOR PATCHES - EPoxy	SF	\$1,000.00	3.000	0.000	\$0.00	0.000	0.000	\$0.00
910.1000	1	STEEL REINFORCEMENT COATED	LB	\$0.25	850.000	0.000	\$0.00	0.000	0.000	\$0.00
912.0000	1	DRILLING AND GROUTING DOWELS	EA	\$1.00	300,000	0.000	\$0.00	0.000	0.000	\$0.00
964.3000	1	ELASTOMERIC PROTECTIVE COATING	SF	\$6.75	7200.000	0.000	\$0.00	0.000	0.000	\$0.00
999.0010	1	Traffic Police	EA	\$1.00	216000.000	0.000	\$0.00	0.000	0.000	\$0.00
999.2000	1	Railroad Flaggers	EA	\$1.00	532000.000	0.000	\$0.00	0.000	0.000	\$0.00
999.2010	1	Railroad Insurance	EA	\$1.00	15000.000	0.000	\$0.00	0.000	0.000	\$0.00
999.4490	1	STRUCTURAL STEEL PRICE ADJUSTMENT (+)	EA	\$1.00	0.000	0.000	\$0.00	0.000	0.000	\$0.00
999.4570	1	STRUCTURAL STEEL PRICE ADJUSTMENT (-)	EA	\$1.00	-\$1,000.000	0.000	\$0.00	0.000	0.000	\$0.00
999.4660	1	REINFORCED STEEL PRICE ADJUSTMENT (+)	EA	\$1.00	0.000	0.000	\$0.00	0.000	0.000	\$0.00
999.4670	1	REINFORCED STEEL PRICE ADJUSTMENT (-)	EA	\$1.00	-\$1,000.000	0.000	\$0.00	0.000	0.000	\$0.00
999.4780	1	PORTLAND CEMENT PRICE ADJUSTMENT (+)	EA	\$1.00	0.000	0.000	\$0.00	0.000	0.000	\$0.00
999.4790	1	PORTLAND CEMENT PRICE ADJUSTMENT (-)	EA	\$1.00	-\$1,000.000	0.000	\$0.00	0.000	0.000	\$0.00
999.7610	1	Materials - other	EA	\$1.00	124420.000	0.000	\$0.00	0.000	0.000	\$0.00
999.7700	1	Equipment Rental	EA	\$1.00	124300.000	0.000	\$0.00	0.000	0.000	\$0.00
999.8500	1	Engineering Services	EA	\$1.00	300000.000	0.000	\$0.00	0.000	0.000	\$0.00
999.8600	1	Specialty Services	EA	\$1.00	30000.000	0.000	\$0.00	0.000	0.000	\$0.00
100.1000	2	BASE LABOR RATE	HR	\$160.00	6000.000	0.000	\$0.00	0.000	0.000	\$0.00
127.1200	2	REINFORCED CONCRETE SUBSTRUCTURE EXCAVATION	CY	\$4,250.00	20,000	0.000	\$0.00	0.000	0.000	\$0.00
748.1000	2	EMERGENCY RESPONSE	EA	\$1.00	2,000	0.000	\$0.00	0.000	0.000	\$0.00
851.0000	2	TRAFFIC CONES FOR TRAFFIC MANAGEMENT	DAY	\$1.00	170,000	0.000	\$0.00	0.000	0.000	\$0.00
852.0000	2	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	SF	\$1.00	250,000	0.000	\$0.00	0.000	0.000	\$0.00
853.4030	2	TRUCK MOUNTED ATTENUATOR	DAY	\$1.00	255,000	0.000	\$0.00	0.000	0.000	\$0.00
853.8000	2	TEMPORARY ILLUMINATION FOR WORK ZONE	DAY	\$1.00	170,000	0.000	\$0.00	0.000	0.000	\$0.00
854.6000	2	TEMPORARY PORTABLE RUMBLE STRIP	DAY	\$1.00	255,000	0.000	\$0.00	0.000	0.000	\$0.00
856.0000	2	ARROW BOARD	DAY	\$1.00	255,000	0.000	\$0.00	0.000	0.000	\$0.00
856.1200	2	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	\$1.00	85,000	0.000	\$0.00	0.000	0.000	\$0.00
859.0000	2	REFLECTORIZED DRUM	DAY	\$0.01	2510,000	0.000	\$0.00	0.000	0.000	\$0.00

Contract #:	123456
Description :	DISTRICT 6 - Scheduled & Emergency XXXXXXXXXXXX at Various Locations
Period Ended :	07/01/2025
CQE #	1
GRAND TOTALS	\$ -

Projections for Work Order # 001															
Work Order Description															
Item #	PC Code	Item Description	Unit	Unit Price	Prelim Quantity	Current		Quantity	Cost	Quantity		Cost	Quantity		Cost
						Projected	Projected			Projected	Projected		Projected	Projected	
100-1000	1	BASE LABOR RATE	HR	\$160.00	5300.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
106-8800	1	JACKING AND SHORING	EA	\$11,000.00	10.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
127-1200	1	REINFORCED CONCRETE SUBSTRUCTURE EXCAVATION	CY	\$4,250.00	200.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
628-4000	1	TEMPORARY IMPACT ATTENUATOR, REMOVED AND RESET	EA	\$100	4.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
628-7300	1	REDIRECTIVE (TL-3) EQUIPMENT FOR ENGINEERS FIELD OFFICE	EA	\$100	4.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
747-0000	1	EMERGENCY RESPONSE	EA	\$100	6.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
851-1000	1	TRAFFIC CONES FOR TRAFFIC MANAGEMENT	DAY	\$100	300.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
852-0000	1	SAFETY SIGNING FOR TRAFFIC MANAGEMENT AND RESET	FT	\$100	120.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
853-3300	1	TEMPORARY BARRIER - LIMITED DEFLECTION (TL-3)	FT	\$100	300.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
853-4030	1	TRUCK MOUNTED ATTENUATOR	DAY	\$100	450.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
854-6000	1	TEMPORARY ILLUMINATION FOR WORK ZONE	DAY	\$100	300.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
856-0000	1	PORTABLE ILLUMINATION RUMBLE STRIP	DAY	\$100	450.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
856-1200	1	REFLECTORIZED DRUM	DAY	\$100	150.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
859-0000	1	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$100	450.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
859-1000	1	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$100	300.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
905-0000	1	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$100	20.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
905-1000	2	EMERGENCY RESPONSE	EA	\$100	2.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
951-1000	2	TRAFFIC CONES FOR TRAFFIC MANAGEMENT	DAY	\$100	170.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
952-0000	2	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	DAY	\$100	200.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
953-4030	2	TRUCK-MOUNTED ATTENUATOR	DAY	\$100	255.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
954-3000	2	TEMPORARY ILLUMINATION FOR WORK ZONE	DAY	\$100	170.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
954-6000	2	TEMPORARY PORTABLE RUMBLE STRIP	DAY	\$100	255.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
956-0000	2	ARROW BOARD	DAY	\$100	255.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
956-1200	2	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	\$100	85.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
859-0000	2	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$0.01	250.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
859-1000	2	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$0.015	170.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
905-0000	2	4000 PSI 3/8 INCH 660 CEMENT CONCRETE	CY	\$4,250.00	20.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
905-2000	2	CEMENTITIOUS MORTAR FOR PATCHING	EA	\$100	100.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
910-1000	2	STEEL REINFORCEMENT FOR STRUCTURES - EPOXY COATED	LB	\$200	1000.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
912-0000	2	REFLECTORIZED DRUM	DAY	\$100	100.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
912-1200	2	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$100	600.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
912-1200	2	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$100	150.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
912-1200	2	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$100	20.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
912-1200	2	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$100	10.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
912-1200	2	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$100	2.000	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
912-1200	2	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$100	0.500	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
912-1200	2	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$100	0.200	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
912-1200	2	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING	DAY	\$100	0.050	0.000	\$0.000	0.000	\$0.000	0.000	\$0.000	0.000	0.000	\$0.000	\$0.000
912-1200	2</														

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 6Project File Number: 614066Contract Number: 133484Project Description: Roadside Barrier Reconstruction & Repair 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: _____

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DOCUMENT A00875

**POLICY DIRECTIVE P-22-001
AND
POLICY DIRECTIVE P-22-002**

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Number: P-22-001
 Date: 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.).

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Number: P-22-002
 Date: 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 6

For: **Roadside Barrier Reconstruction & Repair at Various Locations**

COMMONWEALTH OF MASSACHUSETTS

LOCATION

The work referred to herein is in the Cities and Towns of DISTRICT 6 in Middlesex, Norfolk, and Suffolk 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.

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Project # 614066		Contract # 133484				
Location : DISTRICT6						
Description : Roadside Barrier Reconstruction & Repair at Various Locations						
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT		
100.1	400	BASE LABOR RATE AT _____ PER HOUR				
120.1	110	UNCLASSIFIED EXCAVATION AT _____ PER CUBIC YARD				
127.1	70	REINFORCED CONCRETE EXCAVATION AT _____ PER CUBIC YARD				
160.2	100	CONTROLLED LOW-STRENGTH MATERIAL - MECHANICAL EXCAVATABLE (101-300 PSI) AT _____ PER CUBIC YARD				
402.	180	DENSE GRADED CRUSHED STONE FOR SUB-BASE AT _____ PER CUBIC YARD				
451.	108	HMA FOR PATCHING AT _____ PER TON				
629.1	350	PRECAST CONCRETE BARRIER - SINGLE FACED AT _____ PER FOOT				
629.11	350	PRECAST CONCRETE BARRIER 42 INCH - SINGLE FACED AT _____ PER FOOT				
629.2	350	PRECAST CONCRETE MEDIAN BARRIER - DOUBLE FACED AT _____ PER FOOT				

Project # 614066		Contract # 133484				
Location : DISTRICT6						
Description : Roadside Barrier Reconstruction & Repair at Various Locations						
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT		
629.21	360	PRECAST CONCRETE BARRIER 42 INCH - DOUBLE FACED AT _____ PER FOOT				
629.6	410	CONCRETE BARRIER SINGLE FACE REMOVED & DISCARDED AT _____ PER FOOT				
629.7	450	CONCRETE BARRIER DOUBLE FACE REMOVED & DISCARDED AT _____ PER FOOT				
665.200	300	CHAIN LINK FENCE REMOVED AND DISPOSED AT _____ PER FOOT				
675.	600	PERMANENT BARRIER FENCE AT _____ PER FOOT				
747.	1	EQUIPMENT FOR ENGINEERS FIELD OFFICE AT _____ LUMP SUM				
748.1	3	EMERGENCY RESPONSE AT _____ EACH				
851.1	400	TRAFFIC CONES FOR TRAFFIC MANAGEMENT AT _____ PER DAY				
852.	160	SAFETY SIGNING FOR TRAFFIC MANAGEMENT AT _____ PER SQUARE FOOT				

Project # 614066		Contract # 133484		
Location : DISTRICT6				
Description : Roadside Barrier Reconstruction & Repair at Various Locations				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
853.33	350	TEMPORARY BARRIER - LIMITED DEFLECTION (TL-3) AT _____ PER FOOT		
853.403	200	TRUCK MOUNTED ATTENUATOR AT _____ PER DAY		
853.8	150	TEMPORARY ILLUMINATION FOR WORK ZONE AT _____ PER DAY		
854.6	150	TEMPORARY PORTABLE RUMBLE STRIP AT _____ PER DAY		
856.	300	ARROW BOARD AT _____ PER DAY		
856.12	300	PORTABLE CHANGEABLE MESSAGE SIGN AT _____ PER DAY		
859.	3,000	REFLECTORIZED DRUM AT _____ PER DAY		
859.1	2,500	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING WARNING LIGHTS AT _____ PER DAY		
904.3	103	5000 PSI, 3/4 INCH, 685 HP CEMENT CONCRETE AT _____ PER CUBIC YARD		

Project # 614066		Contract # 133484					
Location : DISTRICT6							
Description : Roadside Barrier Reconstruction & Repair at Various Locations							
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT			
909.5	75	RAPID SETTING CONCRETE AT _____ PER CUBIC YARD					
910.1	3,800	STEEL REINFORCEMENT FOR STRUCTURES - EPOXY COATED AT _____ PER POUND					
913.31	200	CORING AND GROUTING DOWELS AT _____ PER FOOT					
Total Qty: 15,830							

DOCUMENT B00842

 SCHEDULE OF PARTICIPATION
 BY MINORITY OR WOMEN BUSINESS ENTERPRISES (M/WBE)
MASSDOT PROJECT NUMBER: 614066PROJECT LOCATION: DISTRICT 6

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 ***

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DOCUMENT B00843

MINORITY OR WOMEN'S BUSINESS ENTERPRISE PARTICIPATION LETTER OF INTENT
PAGE 1 OF 2MASSDOT PROJECT NUMBER: 614066PROJECT LOCATION: DISTRICT 6

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: 614066PROJECT LOCATION: DISTRICT 6

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: _____

Rev'd 9/20/19

*** END OF DOCUMENT ***

DOCUMENT B00846

M/WBE OR SDVOBE JOINT CHECK ARRANGEMENT APPROVAL FORM
(to be submitted by Prime Contractor)Contract No: 133484 Project No. 614066Location: DISTRICT 6 Bid Opening Date: _____Project Description: Roadside Barrier Reconstruction & Repair 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 ***

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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 ***