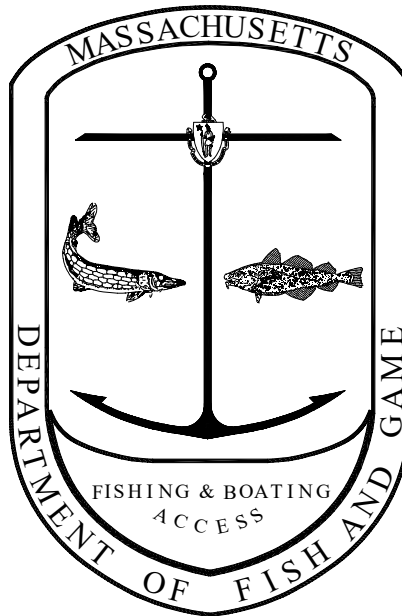


**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME
OFFICE OF FISHING AND BOATING ACCESS**

PROJECT NO. PA-369



**ITEMIZED PROPOSAL
WITH
SPECIAL PROVISIONS
FOR**

PROPOSED PUBLIC ACCESS FACILITY IMPROVEMENTS

SEAPIT LANDING BOAT RAMP RECONSTRUCTION

FALMOUTH, MA

THIS PROPOSAL TO BE OPENED AND READ

JUNE 25, 2026

11:00 AM

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Attachments:

Contract Plans

Bid Issue: Project No. PA-369, Seapit Landing Falmouth, dated May 26, 2026, consisting of 2 sheets

Buy America Build America Form

Permits: Falmouth Order of Conditions

Division 1

Notice to Contractors

Instruction to Bidders

THE COMMONWEALTH OF MASSACHUSETTS: NOTICE TO CONTRACTORS:

The Department of Fish and Game, Office of Fishing and Boating Access, invites sealed bids for Seapit Landing Boat Ramp Reconstruction, in the Town of Falmouth, MA, in accordance with plans and specifications prepared by Department of Fish and Game, Office of Fishing and Boating Access. This project consists of the reconstruction of the boat ramp and other miscellaneous work in accordance with the above referenced documents. The estimated project value is \$250,000.00. Bids will be submitted on the forms furnished by the Department, in the bid package and will be received at the Office of Fishing and Boating Access, 1 Rabbit Hill Road, Suite 200, Westborough, MA 01581, until 11:00 AM, local time, Thursday, **June 25, 2026**, at which time they will be publicly opened and read. All bids must be submitted in accordance with the Contract Documents and shall be accompanied by a bid deposit in the amount of 5% of the value of the bid. Bid deposits, payable to the Commonwealth of Massachusetts, Department of Fish and Game, shall be in the form of a bid bond, certified, cashier's or treasurer's check issued by a responsible bank or trust company. Contract Documents will be available after Wednesday, **June 3, 2026**, from the Office of Fishing and Boating Access, 1 Rabbit Hill Road, Westborough, MA 01581. Copies of the Contract Documents may be obtained from the Office of Fishing and Boating Access, in electronic .pdf form, by making a formal written request via email to: bret.sherry@mass.gov. Minimum wage rates for this project have been predetermined by M.G.L. under Chapter 149, Section 26 to 27D, inclusive. Proposals that do not have the Affidavit (of non-collusion, etc.) properly completed will be declared informal. Bids are subject to provisions M.G.L. Chapter 30, Sections 39F, 39G, 39H, 39K and 39M and Chapter 149, Sections 44A to 44H, inclusive. This contract is subject to all State Laws and Regulations concerning Minority Business Enterprises including Executive Order 237. The right is reserved to waive any informality in or reject any or all proposals. An award will not be made to any Contractor who is not able to complete the work no later than **January 15, 2027**.

This project shall comply with Build America, Buy America (BABA) provisions. The Contractor shall complete the BABA Submittal Certification for all products used on this project

By: Thomas K. O' Shea, Commissioner of Department of Fish and Game.

INSTRUCTION TO BIDDERS

1.0 BIDDING REQUIREMENTS

1.1 Deadline

The Department of Fish and Game, Office of Fishing and Boating Access will be accepting bids for the Seapit Landing Boat Ramp Facility Reconstruction and miscellaneous work. All bids must be received by 11:00 AM on Thursday, **June 25, 2026**, at the Office of Fishing and Boating Access, 1 Rabbit Hill Road, Suite 200, Westborough, MA 01581. Bids for all items must be received in sealed envelopes clearly marked: "**BID: SEAPIT LANDING BOAT RAMP RECONSTRUCTION, FALMOUTH, MA**". All questions concerning this bid or the plans should be directed to Bret Sherry, Civil Engineer, DF&G, OFBA, bret.sherry@mass.gov, 1 Rabbit Hill Road, Suite 200, Westborough, MA 01581, (617) 939-7485.

1.2 Bid Deposit

All bids must be accompanied by a bid deposit equal to 5% of the total contract value. The deposit may be in the form of a certified check, bank, treasurers or cashier's check, cash or a bid bond from a licensed surety company.

This bid deposit shall become the property of the Commonwealth of Massachusetts as liquidated damages if, after an award is made, said bidder shall fail to enter into the required contract within seven (7) days, after notice of said award.

All bid deposits of unsuccessful bidders, except those of the lowest responsible and eligible general bidders, shall be returned after the opening of the general bids. The bid deposits of the lowest responsible and eligible bidders shall be returned upon the execution and delivery of the general contract, or if no award is made, upon the expiration of thirty (30) days after the opening of the general bids. A bid may not be withdrawn by the bidder for a period of sixty (60) days excluding Saturdays, Sundays and legal holidays, after the day of bid opening.

1.3 Performance Bond & Labor and Materials Payment Bond

Prior to the signing of the contract the successful bidder must provide continuous bonds, each in an amount equal to one hundred percent (100%) of the total contract value. Such surety must be in accordance with the laws of the Commonwealth of Massachusetts governing public work, to cover faithful performance of the contract and payment of all obligations arising there under. Further, said surety must be current, and shall remain with the Department for the duration of the contract.

2.0 BIDDER'S REQUIREMENTS

2.1 General Insurance

The successful bidder must be prepared to provide evidence of insurance in the form of a Certificate of Insurance, and in amounts as indicated in the Specifications under the heading Insurance, including proof of Workman's Compensation coverage and Automobile and Vehicular coverage.

3.0 BID REQUIREMENTS

3.1 General Requirements

All bids for consideration must fulfill bidding requirements and bidder's requirements, as outlined in Section 1.0 and 2.0 above. Failure to adhere to any of those, and all additional requirements herein, may invalidate your bid and eliminate it from consideration. The Department will not accept responsibility for inconsistencies in the bid or bidder's problems, based on the bidder's failure to view the site, and inform him/herself of general site conditions.

3.2 Permits, Fees and Notices

The Contractor shall obtain all permits, licenses, certificates inspection and other legal documents required, both permanent and temporary.

3.3 Applications for Progress Payments

All requests for payment must be itemized and submitted to the Engineer for approval. The procedure for payments shall be as follows:

1. The Contractor and OFBA Field Engineer shall prepare a draft pay estimate and submit to the Engineer for review and comment.
2. The Engineer prepares the pay estimate and submits to the Contractor for signatures.
3. Contractor shall sign and return the pay estimate to the OFBA for payment.
4. Progress payments shall be no more frequent than biweekly.

3.4 Manpower Utilization

Weekly manpower utilization reports, as included in the specifications, shall be submitted.

CONTRACT NO. PA-369

SIGNATURES REQUIRED

Signatures Required	Page #	Penalty for to Sign
Proposal Form Signature	106-107	Informal Bid
Board of Director's Vote	108	
Affidavit	109	Informal Bid
Statement of Tax Compliance (REAP)	110	Informal Bid
Certificate of Compliance with Massachusetts Employment Security Law	111	Informal Bid
Contract Form	112-113	
Schedule of Participation by Minority or Women Business Enterprises	114	
Letter of Intent Minority or Women's Enterprise Participation Letter of Intent	115	
Minority or Women's Business Enterprise	116	
Request for Verification of Taxation Reporting Information	120	
Electronic Fund Transfer Form	126	

**Special Provisions
(No. PA-369)**

**SPECIAL PROVISIONS FOR SEAPIT LANDING BOAT RAMP RECONSTRUCTION,
FALMOUTH, MA**

**THE GENERAL CONTRACTOR'S MINORITY EMPLOYEE PERCENTAGE FOR THIS JOB
WILL NOT BE LESS THAN 5%**

Work to be Done

The work to be done consists of the reconstruction of the boat ramp and other miscellaneous work. The work required shall be completed as shown on the plans, as specified herein and as directed.

Plans

The location and details of the work to be done are shown on plans entitled "Seapit Landing, Boat Ramp Reconstruction, Falmouth, MA", dated May 26, 2026, consisting of 2 sheets, and hereby referred to and made part of these Specifications. These plans are attached hereto.

Physical Data

There is a Time of Year (TOY) restriction on this project. Work onsite must be performed between October 20, 2026 and January 15, 2027. No Work can be performed after January 15, 2027.

The information and data furnished herein are provided for the Contractor's information, however, it is expressly understood that the Engineer will not be held responsible for any interpretation or conclusion drawn there from by the Contractor.

The location and storage of the Contractor's and sub-contractor's trailers and equipment shall be restricted to areas outside the work limits so as to not interfere with traffic in the adjacent roadways and must be submitted to and approved by the Engineer. Two lanes of traffic shall remain open through the duration of construction.

General

The Contractor must satisfy himself, by his own investigation and research, regarding conditions affecting the work to be done and the plant equipment, labor and materials needed and make his bid sole reliance thereon.

Wherever the term "Standard Specifications" is used hereinafter in these Special Provisions, it shall mean the Standard Specifications for Highways and Bridges of the Department of Public Works of Massachusetts, 1988 Edition and any and all addenda and revisions thereto, with the following exceptions: Section 1.17 "Department" shall be defined as the Commonwealth of Massachusetts, Department of Fish and Game, Office of Fishing and Boating Access, Section 1.19 "engineer" shall be defined as the Chief Engineer of the Department of Fish and Game, Office of Fishing and Boating Access or his designee. Where not specified, referred hereto or superseded by these Special Provisions, all applicable sections of the "Standard Specifications" shall apply.

In addition, on pg. 35, paragraph 1, eliminate the second sentence, eliminate all of paragraph 2, and eliminate all of paragraph 3. Appeals to agency decisions shall be made through courts of law.

The Contractor shall furnish all labor and materials, tools, plant and equipment and do all the work necessary to furnish and install and complete the work in accordance with these Special Provisions and the Standard Specifications.

During construction, the Contractor shall secure all necessary permits from owners, and all releases from the owners of record to trespass on their property in the transportation of materials and equipment to the work site. The Contractor shall repair at his own expense any damage caused by him to lawns, driveways, structures, etc. Upon completion of the work, the Contractor shall remove from the site all debris, excess materials, tools and equipment, and shall leave the premises in a neat and orderly condition, to the satisfaction of the Engineer.

At all times, the Contractor shall be required to conform to all local, State and Federal regulations as to proper use of highways, bridges, etc. The Contractor shall at all times, while conducting water based construction activities, comply with all navigational safety rules and regulations including the proper approved navigation lighting.

The award of the contract is subject to available funding. The Department reserves the right to eliminate any portion of the work under this contract in order to bring the total expenditure within the amount available for this project and to limit prosecution of the work to such points and in such as may be directed.

It is estimated that the quantity of materials mentioned in the proposal will be required, but this amount shall not control the performance of this contract and the Contractor shall be bound hereunder whether or not such estimate is approximately correct.

No equipment or machinery having caterpillar or heavy treads that would mar or damage pavements shall be permitted to move or to operate from existing pavements unless such equipment or machinery is moved on suitable pontoons or trailers. Any damages caused by the Contractor for his operations shall be repaired by Contractor.

The Contractor shall so limit his operations and carry on his work in such manner and sequence as to insure the least possible interference with navigation, traffic and normal use of the adjacent areas. Special attention is called to the requirements of Section 7.09, 7.10 and 7.11 of the "Standard Specifications", which refer to "Public Safety and Convenience", "Barricades and Warning Signs", and "Traffic Officers".

Particular attention of all bidders is called to Section 8.01, 8.03, 8.10, 8.11 and 8.12 and 8.13 of the "Standard Specifications", which refer to "Subletting or Assignment of Contract", "Prosecution of Work", "Determination and Extension of Contract Time for Completion", "Failure to Complete Work on Time", "Default Termination", and "Convenience Termination".

The Department reserves the right to reject any bid it deems unbalanced. The Department reserves the right to require a Contractor to submit a breakdown of any unbalanced or lump sum bid with dollar amounts, said breakdown subject to the approval of the Engineer. An unbalanced bid or item may be subject to payment of only the actual labor and material plus reasonable profit at the Engineers decision. The Contractors attention is called to Section 2.09 of the Standard Specifications.

In the event that the work described in the contract is not physically completed within the time stipulated therein, the Contractor shall pay to the party of the first part a designated sum per day for the entire period of overrun in accordance with the Schedule of Deductions listed below

Supplementing Subsection 8.11

SCHEDULE OF DEDUCTIONS

Project Value			Deductions/\$/day
0	to	100,000	575.00
100,000	to	500,000	850.00
500,000	to	1,000,000	975.00
1,000,000	to	2,000,000	1,250.00
2,000,000	to	3,000,000	1,550.00
3,000,000	to	4,000,000	1,800.00
4,000,000	to	5,000,000	2,200.00
5,000,000	to	10,000,000	2,400.00
10,000,000	to	15,000,000	2,700.00
over 15,000,000			3,500.00

The work limits shown on the plans, shall be laid out in the field by the Contractor and any damage to structures caused by his operations shall be satisfactorily remedied at the sole expense of the Contractor.

The Contractor's use of the site for work is subject to the regulations of the City and must be restricted to the limits of work shown on the contract drawings or as directed by the Engineer. Should the Contractor require areas for storage of construction materials or equipment, additional to those areas provided, such additional areas must be arranged by the Contractor at no additional cost to the Department.

The Contractor's attention is drawn to Section 7.05 in the "Standard Specifications" which refers to "Insurance Requirements".

The Contractor shall construct such temporary access roads as may be necessary for his equipment, men and materials to reach the sites of the work and to carry out the terms of this contract. Upon completion of the work, all temporary access roads shall be removed and the areas restored to their original conditions to the satisfaction of the Engineer.

The Contractor's attention is called to the Section 7.14 of the "Standard Specifications", "Responsibility for Damage Claims".

Applicable Laws, Regulations and Permits

The bidders attention is directed to the fact that all applicable State Laws, Municipal Ordinances, permits and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein.

All other necessary permits are the responsibility of and shall be obtained and paid for by the Contractor.

Surveying Control

Survey baselines and benchmarks are shown on the plans. These reference marks will be recovered by the Contractor prior to the start of the work. The Contractor's plan for project control shall be submitted to the Engineer for approval prior to starting any work.

The Contractor shall provide at his own expense all materials and labor as may be required to establish all project control range lines, tide boards, additional reference marks and line and grade stakes.

If the Contractor, through willfulness or carelessness, removes or permits to be removed such reference marks before the prosecution of the work requires it, they shall be replaced at his own expense. All work shall conform during its progress and on its completion truly to the lines and grades given by the Engineer. The work shall be done in a thoroughly substantial and workmanlike manner, in accordance with the plans and specifications.

The Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor. Any errors or discrepancies in lines, elevations, shall be corrected. Such a check shall not be construed as to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory completion of the entire work. The Contractor shall be available to assist the Engineer with these checks as needed.

The Contractor shall make, check, and be responsible for all measurements and dimensions necessary for proper construction.

The level of the water referred to in these Special Provisions and shown on the plans is that established by the Engineer during the preliminary surveys for the work herein described. The elevations are based on NAVD88 datum.

Inspection of Project Work

Inspectors will be assigned to the project by the Engineer on a full-time or part-time basis, as required to cover the work to be performed under the contract. An Inspector, appointed by the Engineer, will be present whenever materials are being placed, and if for any reason the work of placing materials is not carried on continuously, the Contractor shall give the Engineer timely written notice of the expected arrival of materials in order that the Inspector shall be present when they arrive. No materials shall be paid for under this contract which have not been examined and passed by the Inspector, or which for any reason are placed outside the prescribed limits of the work unless approved in writing by the engineer.

Manuals and Certificates

Maintenance and/or Operation Manuals, Material Specifications, Certificates of Testing and Treatment, shall be provided for items manufactured off-site upon delivery of material to the site as required by the Engineer. Retainage will not be released until all literature mentioned above is submitted to the Engineer.

Clean Air and Water Pollution Control Acts (Supplementing Sec. 7.01)

The Contractor is subject to the provisions of the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended), and the Contractor agrees to comply with said Acts, and all applicable standards, orders, or regulations issued there under. The Contractor agrees it will insert the provisions of this paragraph in any subcontract arising from this Contract.

Prevention of Water Pollution-Sanitary Provisions (Supplementing Section 7.02)

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

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

Insurance

The Contractor shall carry and maintain in effect during the entire currency of the contract, at his own expense, the following kinds and amounts of insurance in a company or companies approved by the Department. Such insurance shall cover claims and suits which arise out of or result from the Contractor's execution of the contract work whether such execution is by the Contractor himself or by any Subcontractor, or by any other entity representing the Contractor:

Worker's Compensation as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit of \$500,000.

"Broad Form" Comprehensive General Liability including, but not limited to, Bodily Injury, Personal Injury and Property Damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage, Minimum limit of liability - \$1,000,000.

Automobile Bodily Injury and Property Damage Liability for all owned, non-owned and hired automobiles operated in connection with the performance of the contract. Minimum limits of liability:

Bodily Injury	-\$1,000,000
Property Damage	-\$ 250,000

Certificate of Insurance, Prior to beginning work under the contract, the Contractor shall furnish the Department a Certificate of Insurance acceptable to said Department evidencing the existence of the forgoing insurance coverage. Such Certificate also shall provide that the Department will be notified at least thirty (30) days in advance of the cancellation of non-renewal of any insurance covered by the Certificate.

Cleaning Site and Periodical Cleaning

The Contractor shall at all times prevent the accumulation of waste materials or rubbish in the construction and storage area, including interiors of buildings. Cleaning will be carried out day by day as may be necessary for the work area utilized by the Contractor. Waste materials and rubbish shall be removed from the site at each cleaning.

The Contractor shall at the completion of his work remove all temporary structures, utilities and services which have been installed for the prosecution of his work.

Minimum Wage Rates

Attention is called to the fact that Minimum Wage Rates are established for the project and are set forth herein.

Overloaded Trucks

The Department will not accept any materials delivered to any project in motor vehicles or semi-trailer units that exceed the legal maximum gross weight allowed for the particular class as specified in Section 19A of Chapter 90 of the General Laws of Massachusetts. The provisions of sub-section 7.03 of the "Standard Specifications" shall still apply.

Massachusetts General Laws, Chapter 62C, Section 49A (REAP)

The Attention of all Bidders is drawn to the provisions of Massachusetts General Law 62C, Section 49A which requires Contractors to certify that they have filed all state tax returns and have paid all required state taxes.

The Department will furnish a blank certification form which, will be completed by the Contractor, signed and incorporated into the Contract. This attestation must be provided at the time of issuing, renewing or extending the contract. It is to be noted that submission of the social security or federal identification number is strictly voluntary and no contract may be denied because this information was not provided.

Executive Order 130 (Anti-Boycott Covenant)

The Contractor warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999 (b),(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E, Massachusetts General Law. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this contract.

As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor.

Executive Order No. 213

Employment Opportunities through State Contracts

WHEREAS, the Commonwealth administers and funds various programs of public assistance; and

WHEREAS, it is in the interest of the Commonwealth and the recipients of public assistance that such recipients secure employment and thereby become economically self-sufficient; and

WHEREAS, the Commonwealth spends hundreds of millions of dollars annually to contract with private providers for a vast array of health, social and other services; and

WHEREAS, these private contractors hire thousands of employees to provide these critical services; and

WHEREAS, it is the policy of the Commonwealth to provide as many job opportunities as possible to recipients of public assistance;

NOW, THEREFORE, I, EDWARD J. KING, Governor of the Commonwealth, by virtue of the authority vested in me as Supreme Executive Magistrate by the Constitution and the statutes of the Commonwealth, do hereby order as follows:

(I) Subject to regulations to be promulgated by the Commissioner of Administration, as hereunder provided, every agency, bureau, board, commission,

institution, and department of the Executive Branch of the Commonwealth shall include the following requirement in solicitations of bids, contracts, or agreements, having an effective date on or after July 1, 1982 or solicitations of bids, contracts, or agreements, entered into subsequent to the effective date of said regulations for the provision of paid services entered into with a private contractor who employs under contract(s) with the Commonwealth a total of twenty (20) or more persons: (1) at least 5 percent of the total number of the contractor's employees working under all of its contract(s) with the Commonwealth must have been recipients of public assistance program(s) administered by the Department of Public Welfare.

(II) In complying with the above clause, however, no contractor shall be required to lay-off or release existing employees to meet the 5 percent requirements. It is expected that expansion and normal attrition will provide the vacancies necessary to meet the 5 percent requirement.

(III) The Commissioner of Administration shall promulgate regulations to carry out the purposes of this Executive Order. Such regulations may include Provisions: (1) Specifying the procedures by which the Department of Public Welfare will refer qualified recipients to the contractor; (2) Creating exemptions for those specific positions requiring skills or professional levels not available in the public assistance recipient groups; (3) Specifying the method by which a contractor not meeting the 5 percent requirement upon initial performance will achieve compliance, and establishing time limits therefore; (4) Specifying the method by which the contractor shall report on its compliance with this Order; (5) Specifying the conditions under which the contract may be terminated for non-compliance; and (6) Specifying any other conditions or procedures necessary to carry out the purpose of this Executive Order; (7) In specified cases, the Commissioner of Administration may grant provider waivers.

(IV) All contracting state agencies are hereby directed to cooperate fully with the Commissioner of Administration in the implementation of this Order, and to provide all information requested by the Commissioner.

(V) All contracting state agencies shall file a report with their executive offices as well as the Commissioner of Administration six months after promulgation of the regulations under this Executive Order, and then annually thereafter, stating the degree of compliance with the Order, whether the purpose of the Order has been accomplished, and any recommendations for change.

(VI) The Commissioner of Administration shall report to the Governor on the degree of compliance with this Executive Order, whether the purpose of the Order has been accomplished, and any recommendations for change.

EXECUTIVE ORDER 195

Right to Examine Records

Executive Order 195, signed by Governor Edward J. King, on April 27, 1981: "The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of (vendor) which pertain to the performance of the provisions and requirements of this contract."

Compliance to Executive Order No. 281

Your attention is drawn to the publication entitled "South Africa & Namibia Lists" which identifies vendors that are doing business with these two governments. In accordance with Executive Order No. 281, no business will be done with these vendors unless exempt as stipulated in the above referenced publication.

**Additional Bond Security (M.G.L., Ch. 149, Sec. 29) and
Additional Legal Requirements (M.G.L., 39O, and 39R):**

In addition to the five (5%) percent Bid Bond required to accompany the bid, the successful bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this contract and also Material and Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum or in a penal sum not less than that prescribed by the State, Territorial or Local Law, as security for payment of persons performing labor on the project under this contract. The Performance Bond and the Labor and Materials Payment Bond may be in one or in separate instruments in accordance with local law and shall be delivered to the Owner not later than the date of execution of the contract. In addition to the other legal requirements set forth in this contract, the Contractor must be familiar with Sections 39P and 39R of Chapter 30 of the M.G.L.

The Contractor must also be familiar with Section 39 of said Chapter 30, Subsections (a) and (b) which reads as follows:

- 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 a 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 of work for fifteen (15) days or more 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 provide further, that the awarding shall not make any adjustments in the contract price under this 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 any equitable adjustment of the contract price under any other contract provisions.
- b) The general contractor must submit the amount of the claim under provisions (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, on any event, not later than the date of the final payment under this contract and, except for costs due to suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty (20) days before the general contractor notifies the awarding authority in writing of the act or failure to act involved in the claim.

Division 2

Technical Specifications

**TECHNICAL SPECIFICATIONS
(PA-369)**

**SECTION 101.1
MISCELLANEOUS SITE PREP**

DESCRIPTION

The Contractor shall prepare the site for the various items of work described herein. This section includes but is not limited to: temporary fencing, sign costs, safety fencing, silt sock, bituminous pavement repair, traffic control, site security, survey and baseline control, permits, and miscellaneous work and conformance with permit requirements, including the Order of Conditions issued by the Falmouth Conservation Commission. NO ONSITE WORK SHALL BE PERFORMED BEFORE OCTOBER 20, 2026 AND ALL WORK SHALL BE COMPLETED BY JANUARY 15, 2027.

CONSTRUCTION METHODS

The work to be done under this item is described below; however, it shall be the responsibility of the Contractor to prepare the site for work contemplated and described in the subsequent items:

All work shall be done in a manner to cause the least interference with traffic and the use of the facility.

Any damage to adjacent structures, and other property adjacent to the work site shall be repaired immediately. The materials to be removed shall be removed so, as not to cause damage.

The Contractor is responsible for the relocation of utilities as necessary. The Contractor shall notify Dig-Safe and shall follow all Dig-Safe procedures prior to commencing any work.

The Contractor shall furnish and install the project sign required by the Department of Fish and Game, Office of Fishing and Boating Access.

The project sign shall be erected at the start of work at a suitable location, approved by the Engineer. The sign shall have dimensions of at least five (5) feet wide by three (3) feet high, bearing the words:

PUBLIC ACCESS FACILITY
SEAPIT LANDING, FALMOUTH, MA
A PROJECT OF THE MASSACHUSETTS
DEPARTMENT OF FISH AND GAME
OFFICE OF FISHING AND BOATING ACCESS

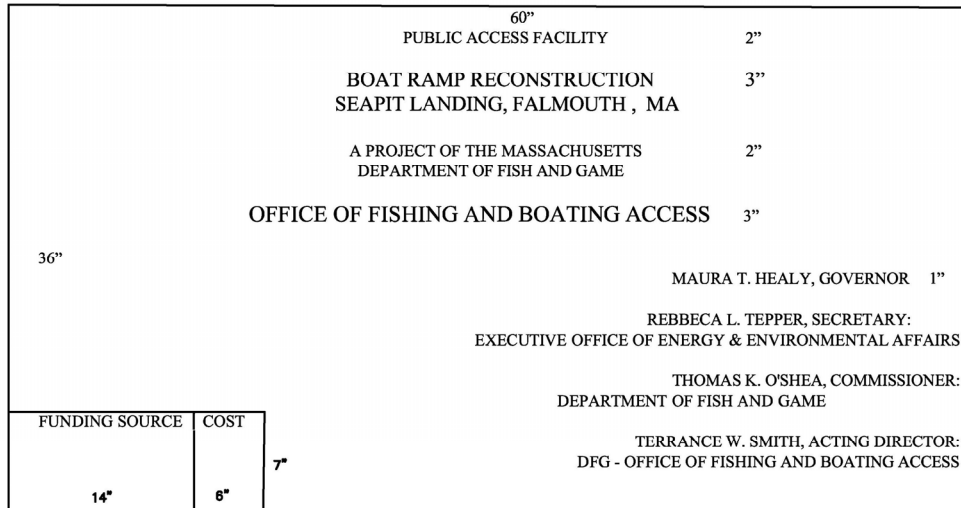
Maura T. Healey, Governor

Rebecca L. Tepper, Secretary, Executive Office of Environmental Affairs

Thomas K. O'Shea, Commissioner, Department of Fish and Game

Terrance W. Smith, P.E. Acting Director, DFG, Office of Fishing and Boating Access

Lettering will be dark green on a white background. The size of the lettering and general arrangement of the information shall be as shown on the example below, and as directed by the Engineer.



The Contractor shall supply adequate supports for the sign and must keep the sign a proper distance above the ground to provide public viewing. The material of the sign shall be exterior, high density, overlaid plywood, 3/4" thick or approved materials suitable for the sign. The sign shall remain posted on-site for three (3) months after completion of the project, after which time the Contractor will remove the sign and it becomes the property of the Contractor for his use.

The Contractor's attention is directed to the Conservation Commission's Order of Conditions.

The condition of all permits, approvals and licenses shall be adhered to at all times. The Contractor shall furnish, install, and maintain erosion control and a siltation curtain as required by the Falmouth Conservation Commission.

The cost for mobilization and demobilization shall be included in the unit costs for each item of work and will not be paid for under this item.

Any item of work not covered by an individual item shown on the plans, specifications or permits shall be performed and paid for under SECTION 101.1 MISCELLANEOUS SITE PREP.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Under **Section 101.1** of the contract, the Contractor will be paid the contract **lump sum** price for all work under **MISCELLANEOUS SITE PREP**, for tools, labor, equipment and all incidental work necessary to complete the work under this item, as shown on the plans, as specified herein, and as directed.

The Contractor shall submit a lump sum price breakdown for his work along with the Schedule of Operations.

-END OF SECTION-

SECTION 112
DEMOLITION

DESCRIPTION

The work to be done consists of the removal of the existing boat ramp structures as are necessary to reconstruct the boat ramp facility. The work shall include but not limited to the removal of the existing concrete ramp and slabs, connections, curbing, and other structures as required for the implementation of new work described herein.

The Contractor shall follow proper Dig-Safe procedures prior to any demolition or excavation of materials. The Contractor shall be solely responsible for making all necessary arrangements for performing any necessary work to the satisfaction of the municipal departments and utility companies involved in connection with the discontinuous or interruption of public utilities or services such as gas, electric, water, sewer, telephone, etc., which will be affected by work to be done under this item of work.

CONSTRUCTION METHODS

The Contractor shall remove and dispose of the existing concrete ramp and slabs, connections, other structures and miscellaneous items within the work area that will not be re-used for the boat ramp reconstruction.

Armor stones removed under this item shall be incorporated into the reconstruction, as directed by the Engineer. Such removing and resetting shall contain no additional compensation under any item of this contract but shall be considered as incidental work. Installation shall be the same as required under Items 501.1 and 501.2.

Stones, boulders, and rock-fill materials which, are removed under this item shall be incorporated into the reconstruction of the facility. Armor stone and rip-rap removed shall be reset. Such removing and resetting shall contain no additional compensation under any item of this contract but shall be considered as incidental work. Unsatisfactory deleterious materials (cement concrete, rubble debris etc.) shall be removed and disposed of by the Contractor in a location selected by him, subject to the approval of the Engineer and regulations and requirements of local authorities governing the disposal of such materials.

If excess suitable material exist after construction of the boat ramp, the Contractor shall remove and dispose of such excess materials at his own expense, and in a manner satisfactory to the Engineer.

Method of Measurement and Basis of Payment

Under **Item 112** of the Contract, the Contractor will be paid the contract **lump sum** price for **DEMOLITION** which price shall include full compensation for all labor, tools, equipment, transportation, disposal, fees and all incidental work necessary to complete the work under this item.

The Contractor shall submit a breakdown of the lump sum price for his work along with the Schedule of Operations.

-END OF SECTION-

SECTION 120.2
EXCAVATION

DESCRIPTION

This work consists of excavation, regrading, compaction and disposal of all materials not being removed under some other item of work. All excavation to be paid for under this section shall be classified as "Earth Excavation". Under this Contract, "Earth Excavation" shall include the work area described on the plans where it is required to excavate the existing earth material to the level of the top of sub-base. Excavation shall be performed during low tide.

CONSTRUCTION METHODS

Methods of construction for excavation shall conform to Sections 120.60, 120.61, and 120.65 of the "Standard Specifications".

Suitable excavated material shall be used in the reconstruction prior to the placement of new materials where applicable.

The contractor shall regrade and compact the boat ramp area prior to the placement of the new concrete ramp and slabs.

At least 72 hours prior to the start of work the Contractor shall notify Dig-safe and shall have all underground utilities located and marked. Utility services to remain shall be protected from damage and shall be plotted on the Record Drawings by the Contractor. Utilities that are not active shall be protected or properly removed as directed by the Engineer. Do not interrupt existing utilities except when authorized in writing by both the Engineers and the authorities having jurisdiction.

Excavated areas shall be kept free from water, snow and ice during construction. Pumping operations shall be performed should surface rain or groundwater be encountered during construction. Sheeting, shoring, trench boxes, and siltation socks shall be of proper strength and shall be placed where necessary to prevent caving, erosion or gulling of excavation.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Under **Item 120.2**, of the Contract, the Contractor will be paid the contract **lump sum** price for **Excavation**, which price shall include full compensation for all tools, materials, equipment, labor, transportation and all incidental work necessary to complete the work under this item to the satisfaction of the Engineer.

-END OF SECTION-

SECTION 156
CRUSHED STONE BASE

DESCRIPTION:

This work shall consist of the installation and compaction of all supplemental crushed stone for the boat ramp and armored side slopes. The contractor shall install the crushed stone to the thickness, lines and grades shown on the Drawings, as specified, and as directed by the Engineer. The Contractor may reuse existing soils as long as the existing soils meet the gradation requirements as specified within this section for crushed stone.

Materials and Construction Methods

Crushed stone shall conform to the requirements of Section M2.01.0, and M2.01.1 and M2.01.2 for crushed stone.

The crushed stone shall be placed and compacted. Compaction will be accomplished by means of mechanical or pneumatic tampers. Compaction effect shall continue until the stones are firmly interlocked and the surface is unyielding.

Crushed stone shall be placed to a depth of 12" beneath the boat ramp.

The base shall be laid out by the Contractor using horizontal and vertical survey equipment, slope laser, offset stakes, and/or string lines for crushed stone to be uniformly placed and graded so the finish slab elevations will match those shown on the Contract drawings or those directed by the Engineer. Cast-in-place ramp and Concrete Slabs (Section 9051 and 905.2) shall not be set until the base is approved by the Engineer.

Method of Measurement and Basis of Payment

Under **Item 156**, the Contractor will be paid the contract unit **price per ton** for **Crushed Stone**, which price shall include all materials, labor, tools, equipment, transportation, and all incidental work necessary to complete the work under this item to the satisfaction of the Engineer and as shown on the plan, as herein specified, and as directed.

The quantity to be paid for shall be based upon the weight of material as shown on weight slips attested to by a sworn weigher. The weight slips shall be delivered to the site such material as is actually accepted and placed as herein specified shall be paid for.

-END OF SECTION-

SECTION 697.1
SILTATION BOOM

DESCRIPTION

Furnish and install the silt boom complete in place, including all materials, labor, equipment, tools, maintenance, and miscellaneous work necessary to complete the work to the satisfaction of the Engineer.

MATERIALS AND CONSTRUCTION METHODS

Silt Booms:

The flotation unit shall be closed cell foam; 8" diameter covered with 22 oz/square yard PVC coated polyester providing a buoyancy of at least 21 lbs/ft.

The silt curtain shall be a woven polypropylene geotextile fabric with the following specification;

Weight	5.0 oz/square yard
Tensile Strength	200-220 lbs
Elongation @ Break	20%
Mullen Burst	480 psi
Puncture Strength	120 lbs
Tear Strength	80 lbs
Abrasion Resistance	NA
EOS US Std. Sieve	40-50
	425-300 microns
Flow Rate	8 gpm/square foot

The curtain shall be designed to prevent the migration of silt and turbidity from the work site. The curtain length shall be designed to be in contact with the bottom throughout the entire tidal cycle. The curtain shall be equipped with ballast to ensure contact with the bottom.

The Contractor shall provide an anchoring system, including mooring buoys to prevent the anchoring from submerging the boom.

The Contractor shall maintain the siltation boom in proper working order. The Contractor shall remove the complete siltation boom system upon completion of all work within the waterway.

SUBMITTALS

Submit product data for all proposed erosion controls.

INSPECTIONS

Contractor is responsible for coordinating with the Department of Fish and Game, Office of Fishing and Boating Access for any necessary or requested inspections of methods utilized for erosion control as specified and indicated on the contract drawings.

All work must be conducted in compliance with any applicable State and Local regulations regarding the protection of coastal resource areas.

METHOD OF MEASUREMENT

Compensation shall include payment for all labor, equipment, trucking, maintenance, disposal, permits, materials, survey, supervision and any incidentals necessary to satisfactorily complete the work as specified herein, as shown on the Contract drawings and/or sketches and as directed by the Engineer or Owner.

PAYMENT

Under **Item 697.1** of the Contract, the work will be paid at the contract **lump sum** price for the **Siltation Boom** installed as set forth on the plans, which price shall include full compensation for all work prescribed.

-END OF SECTION-

SECTION 905.1
CAST-IN-PLACE ANCHOR SLAB
CLASS "D" CEMENT CONCRETE, 3/8" AGGREGATE

Description

The work to be done under this section consists of all work related to cement concrete placement for the boat ramp anchor slab including but not limited to installation of forms and furnishing and placing cement concrete and epoxy coated reinforcing steel, as shown on the plans, and as specified herein.

Materials and Construction Methods

Cement concrete materials and construction methods shall conform to all the applicable provisions of Section 901.40 through 901.72 of the "Standard Specifications" and with the additional requirements included herein.

Concrete mix designs proposed for the project shall be submitted for review prior to construction. A certificate of compliance shall be delivered to the Engineer for each truckload of cement concrete delivered to the site. The certificate of compliance shall state that the mix delivered conforms to the approved mix design.

Cement concrete materials shall conform to the requirements of the Standard Specification Section M4 for 4,000 psi concrete. Three-quarter inch (3/8") coarse aggregate shall be used for all boat ramp construction, Air entrained content shall be 7% +/- 1%, Cement content shall be 725 pounds per cubic yard. Concrete shall be Type II or IIA. Newly placed concrete shall not come in contact with seawater for a minimum of ten (10) days.

Attention is directed to the provisions of Section 901.60 of the "Standard Specifications" concerning formwork. The Contractor shall construct forms to the exact sizes, shapes, lines and dimensions shown on the plans to obtain accurate alignment, location, grades, and level and plumb work in the finished structure. After concrete placement and immediately after the forms are removed, all exposed concrete surfaces shall be rubbed with a carborundum brick to remove fins, bellies, projections, joint marks, etc. to obtain a smooth, dense surface, free from honeycombing, grain markings, bulges or depressions.

Where concrete formwork and placement may occur below water, the Contractor shall take the necessary steps to protect the concrete during construction.

Reinforcement shall be stored in a location suitable to the Engineer, which will protect the steel from rusting and exposure to the elements prior to being used in the construction.

Reinforcing bars shall be epoxy coated and conform to Section M8.01.0 and M8.01.7 of the "Standard Specifications" and AASHO-M31, Grade 60 and AASHO-M284. Reinforcing bars shall be free of imperfections, dirt, loose scale, paint, oil, or other foreign substances that might tend to prevent bonding with concrete. Surfaces shall be brushed to remove loose material.

The concrete boat ramp surface shall receive a "v" groove finish as shown on the drawings.

Connecting Straps:

6 connecting straps (3/4"x 3"x 29") flat bar stainless steel shall be cast perpendicular to the longest slab dimension at the locations shown on the plans. Care must be taken to ensure that the connecting straps are cast parallel to the surface of the slab and centered so that they can be connected uniformly.

Stainless steel connecting straps shall be fabricated using 316/316L stainless steel, conforming to ASTM specifications A276, A182, and A314. All straps shall 3/4 inch thick. All holes shall be 1 in diameter.

Certificate of Compliance for aforementioned steel specifications shall be submitted with all products.

TESTING OF CONCRETE

1. **Test Specimens**: The Contractor will be required to make, cure and have tested, a minimum of one set of four test specimens from the concrete of each day's pour and for each fifty cubic yards of concrete cast in accordance with ASTM Designation C172, C31 and C39. One cylinder shall be broken after seven and fourteen days and two cylinders after twenty-eight days.
2. **Slump**: A slump test shall be made for each truckload of concrete in accordance with ASTM Designation C143. Slumps greater than design mix limit will be grounds for rejection of the concrete
3. **Air Content**: The Contractor shall make an air content test a minimum of once each day and from each fifty cubic yards of concrete by the pressure method in accordance with ASTM Designation C231. Air contents above or below the limits specified will be grounds for rejection.
4. **Testing**: All personnel and laboratories testing concrete shall be licensed by the Commonwealth of Massachusetts. The Contractor shall provide the Engineer with the name, address and a copy of applicable licenses of the testing company.

The Contractor shall coordinate the date and location of tests with the Engineer before any concrete work is started.

Results of concrete testing shall be delivered to the Engineer within three (3) working days of the tests.

SHOP DRAWINGS

1. Shop drawings shall be of such detail and completeness that all fabrication and placement at the site can be accomplished.
2. Shop drawings shall include rebar layout, number of pieces, sizes, and grade of reinforcing steel, accessories, and any additional information required for fabrication and placement.

Method of Measurement

The volume of cement concrete to be paid for under this item will be measured by the cubic yard, and the quantity shall be determined in accordance with the dimensions shown on the plans and such alterations of the plans as are specifically ordered in writing by the Engineer, and no allowance will be made for concrete placed beyond such limits.

Basis of Payment

Under **Item 905.1** of the Contract, the Contractor will be paid the unit price per **cubic yard** for **CAST-IN-PLACE ANDCHOR SLAB CLASS "D" CEMENT CONCRETE, 3/8" AGGREGATE**, respectively, as shown on the plans, or as directed, complete in place, as accepted, which price shall include full compensation for shop drawings, construction and removal of forms, furnishing and placing bonding agent, furnishing and installing epoxy coated steel reinforcement, connectors, spacers, fasteners, bracing and placing concrete, testing, curing and finishing, all equipment, machinery, tools and labor, and such other incidental work not otherwise provided for which may be required to execute the work properly in accordance with these provisions.

-END OF SECTION-

SECTION 905.2
PRE-CAST CONCRETE SLABS

DESCRIPTION

The contractor shall furnish and install a total of Seven (7) pre-cast cement concrete slabs complete with stainless steel connections in the locations shown on the plan, as herein specified and as directed by the Engineer. Contractor shall be responsible for loading and unloading of materials at all locations including equipment and personnel and supply and installation of connecting hardware.

CONSTRUCTION METHODS

Pre-cast concrete slabs shall be connected using contractor supplied 3/4" grade 316/316L stainless steel bolts, nuts, and washers. Bolts, nuts, and washers shall be mild steel, in accordance with ASTM A-307 and have a minimum of 3/4 inch of thread. Contractor shall confirm required length of bolts and threads compatible with concrete slabs and connecting straps. The Contractor shall make all necessary connections. Voids between slabs shall not be filled until all connections are approved by the Engineer.

The concrete boat ramp surface shall receive a "v" groove finish as shown on the drawings

Connecting Straps:

Twelve connecting straps (3/4"x 3"x 29") flat bar stainless steel shall be cast perpendicular to the longest slab dimension at the locations shown on the plans. Care must be taken to ensure that the connecting straps are cast parallel to the surface of the slab and centered so that they can be connected uniformly.

Stainless steel connecting straps shall be fabricated using 316/316L stainless steel, conforming to ASTM specifications A276, A182, and A314. All straps shall 3/4 inch thick. All holes shall be 1 in diameter.

Certificate of Compliance for aforementioned steel specifications shall be submitted with all products.

Reinforcing Bars (Grade 60):

No. 4 reinforcing bars shall be cast parallel to the longest slab dimension at the intervals shown on the plans. There will be a minimum of 3 inch cement covering the reinforcing bars at the ends of the planks. No. 4 reinforcing bars shall be set perpendicular to the aforementioned reinforcement at locations approved by the Engineer. The centerline of all reinforcing steel shall be as shown on the plans, 3" below the plank surface. The reinforcing bars shall conform to Massachusetts Department of Public Works Standard Specifications M8.01.0 with epoxy coating conforming to M8.017. Reinforcing bars shall be free of imperfections, dirt, loose scale, paint, oil, or other foreign substances that might tend to prevent bonding with concrete. Surfaces shall be brushed to remove loose material. Reinforcement shall be stored in a location suitable to the Engineer, which will protect the steel from rusting and exposure to the elements prior to being used in the construction.

Lifting Hooks:

Two recessed lifting anchors shall be cast-in-place in each precast plank. Anchors shall be hot dipped galvanized. Anchors shall be set recessed utilizing poly-urethane plugs. The concrete void created by the plugs shall be sufficiently large to accept the following 6-ton, grade 8, alloy hook or 7-ton forged alloy shackle. Anchors shall be high strength, sized to the plank thickness, and provide a 4:1 factor of safety for safe working loads, handled and lifted. Recessed lifting anchor system shall be Dayton Superior Utility Anchor System, P-75 Utility Anchor or approved equal.

Once installed, anchor holes shall be filled with an approved epoxy grout. Epoxy grout shall be structural grout suitable for underwater use. Compressive Strength (ASTM C109) 1 day – 5,000 psi, bond strength (ASTM C882) –

1,500 psi, Coefficient of Thermal Expansion (ASTM C531) – 5.0×10^{-6} in/in/°F.

The finish surface of the anchor holes shall have a “Coarse Broom Finish,” made at the proper time during setting to avoid having a smooth, slippery finish.

Concrete:

Cement concrete materials and construction methods shall conform to all the applicable provisions of Section 901.40 through 901.72 of the "Standard Specifications" and with the additional requirements included herein.

Concrete mix designs proposed for the project shall be submitted for review prior to construction. A certificate of compliance shall be delivered to the Engineer for the cement concrete. The certificate of compliance shall state that the mix delivered conforms to the approved mix design.

Cement concrete materials shall conform to the requirements of the Standard Specification Section M4 for 5,000 psi concrete. Aggregates shall meet the test requirements of ASTM standard specifications for concrete aggregates, designation C33. Three-eighths inch (3/8") coarse aggregate shall be used for all boat ramp construction, which will receive the "v" grooved finish 3/4" deep, shall be provided on the top surface of all planks. The grooves shall run at an angle of 30 degrees from the longest slab dimension. A 3/4" chamfer shall also be provided on the four sides of the same slab surface. Cement shall have a tricalcium-aluminate (C3A) content of less than 8 percent for use in salt water applications (type IIA or type V meeting ASTM C150). If the same degree of sulfate resistance can be achieved through the use of additives etc. to the concrete, using other types of cement, such will be allowable under this specification if approved before fabrication by the engineer. Concrete shall conform to section 901.65E of the Standard Specifications for Highways and Bridges.

Attention is directed to the provisions of Section 901.60 of the "Standard Specifications" concerning formwork. The Contractor shall construct forms to the exact sizes, shapes, lines and dimensions shown on the plans to obtain accurate alignment, location, grades, and level and plumb work in the finished structure. After concrete placement and immediately after the forms are removed, all exposed concrete surfaces shall be rubbed with a carborundum brick to remove fins, bellies, projections, joint marks, etc. to obtain a smooth, dense surface, free from honeycombing, grain markings, bulges or depressions.

TESTING OF CONCRETE

1. Test Specimens: The Contractor will be required to make, cure and have tested, a minimum of two sets (1 set for every 4 pads) of four test specimens from the concrete for the concrete cast in accordance with ASTM Designation C172, C31 and C39. One cylinder shall be broken after seven and fourteen days and two cylinders after twenty-eight days.
2. Slump: A slump test shall be made for the concrete in accordance with ASTM Designation C143. Slumps greater than design mix limit will be grounds for rejection of the concrete. Slump shall be 3 to 4”.
3. Air Content: The Contractor shall make an air content test for each 4 slabs manufactured by the pressure method in accordance with ASTM Designation C231. Air contents above or below the limits specified will be grounds for rejection. Air entrainment shall be $6-1/2\% \pm 1\%$
4. Testing: All personnel and laboratories testing concrete shall be licensed by the Commonwealth of Massachusetts. The Contractor shall provide the Engineer with the name, address and a copy of applicable licenses of the testing company. Test results outside the specified limits shall be grounds for rejection of the slabs.

The Contractor shall coordinate the date and location of tests with the Engineer before any concrete work is started. Said date shall be subject to the engineer’s approval and shall include the first concrete pour.

Results of concrete testing shall be delivered to the Engineer within three (3) working days of the tests.

SHOP DRAWINGS

1. Shop drawings shall be of such detail and completeness that all fabrication and placement at the site can be accomplished.
2. Shop drawings shall include rebar layout, number of pieces, sizes, and grade of reinforcing steel, accessories, and any additional information required for fabrication and placement.

Delivery and Offloading:

The Contractor shall contact the Engineer to coordinate the delivery and schedule a site visit to observe the location for offloading.

Concrete planks shall be allowed to cure a minimum of (14) Days at the manufacturing facility until 7-Day and 14-Day strength tests have been submitted to and reviewed by the Engineer for approval of the shipping and delivery.

During the curing period, the prefabricated planks shall be stored in a climate-controlled environment, if necessary, when the outdoor ambient air temperature at the manufacturing facility location is forecasted to be less than 45° Degrees Fahrenheit for (2) consecutive days, or more.

The Contractor shall be responsible for all costs associated with the delivery, offloading and stacking of the precast planks.

The Contractor shall furnish and install a minimum three (3) each 6'-0" x 2"x4" lumber boards (i.e. dunnage) spaced approximately 3 feet apart across the width of the concrete planks as dunnage between planks for storage, and later handling.

Method of Measurement and Basis of Payment

Under **Item 905.2** of the Contract, the Contractor will be paid the **lump sum** price for a satisfactorily complete **Pre-cast Concrete Slabs**, as shown on the plans, or as directed, complete in place, as accepted, which price shall include full compensation for fabrication and delivery to the project site, placing slabs, connectors, spacers, fasteners, bracing and all equipment, machinery, tools and labor, and such other incidental work not otherwise provided for which may be required to execute the work properly in accordance with these provisions.

-END OF SECTION-

SECTION 983.3
FILTER FABRIC

Description

Work under this item consists of furnishing and placing filter fabric materials in the locations indicated on the Drawings, as herein specified.

Materials and Construction Methods

Filter fabric shall be a woven fabric, manufactured from high modulus, high strength, chemical resistant materials to conform to the minimum specifications contained herein. The fabric shall have a minimum grab strength of 370 lbs. when tested in accordance with ASTM D4632. Filter fabric shall be equivalent to "MIRAFI FW700" as manufactured by Mirafi, Inc., or and approved equal.

The filter fabric shall be placed in conjunction with the placement of the armor stone and the boat ramp. The filter fabric shall be placed in one (1) layer, from top of slope to bottom of slope. The joints of the filter fabric shall be staggered at least six (6) feet apart. The fabric shall be overlapped at least three (3) feet. Ends of fabric shall not butt each other.

Method of Measurement and Basis of Payment

Under **Item 983.3** of the Contract, the Contractor will be paid the **square yard** price for **Filter Fabric** furnished and installed which price shall include all tools, equipment, material, labor and all incidental work necessary to complete this item to the satisfaction of the Engineer.

-END OF SECTION-

Division 3

Participation by Minority or Women's Business Enterprises

Right-to-Know Act

Supplemental Equal Opportunity Antidiscrimination and Affirmative Action Program

Public Employment Laws

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH & GAME
OFFICE OF FISHING AND BOATING ACCESS**

**SPECIAL PROVISION FOR PARTICIPATION BY MINORITY OR WOMEN'S BUSINESS ENTERPRISES
(Implementing Chapter 102, Section 24 and
Chapter 273, Section 124, of the Acts of 1994)**

Revised: July 22, 1996, February 2010

I. M/WBE PARTICIPATION GOAL

On this contract, the Department of Fish and Game has established a goal for participation by Minority or Women Business Enterprise(s). 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.

Minority or Women Business Enterprises 11.4 % MBE 7.4% WBE 4%

II. POLICY

It is the policy of the Department of Fish and Game that Minority and Women Business Enterprises (M/WBEs) shall have the maximum opportunity to participate in the performance of its state funded contracts.

III. M/WBE OBLIGATION

The contractor agrees to take all necessary and reasonable steps to ensure that MBE and WBEs have the maximum opportunity to compete for, and to perform, Department contracts.

IV. FAILURE TO COMPLY WITH M/WBE 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 XI 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 an MBE or as a Portuguese owned firm by 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.

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

"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 a M/WBE(s) and a non-M/WBE(s), which has been established for the purpose of participation on a particular contract, where:

1. The M/WBE 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 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:

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

"SOMWBA" means the Massachusetts State Office of Minority and Women Business Assistance.

VII. ELIGIBILITY of M/WBEs

Only firms, other than the Prime Contractor, which have been certified by SOMWBA and/or the Department as eligible to participate on state funded contracts as MBEs, Portuguese owned businesses or WBEs may be used on this contract for credit toward the M/WBE participation goal.

1. **SOMWBA Directory of Certified M/WBEs:** The State Office of Minority and Women Business Assistance publishes a Directory of certified MBE and WBEs. This Directory can be obtained from SOMWBA. It lists those firms which have been certified as minority or Portuguese 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 SOMWBA at least 30 days previously, (2) has provided in a timely manner, any additional information which may have been requested by SOMWBA, 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 Department to be certified for participation on the particular contract.

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DEPARTMENT OF FISH & GAME
OFFICE OF FISHING AND BOATING ACCESS**

3. Joint Venture Approval: To obtain recognition as an approved joint venture between a M/WBE(s) and a non-M/WBE(s), the joint venture must provide to the DF&G 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 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. COUNTING M/WBE PARTICIPATION TOWARDS M/WBE GOALS

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

1. If a firm has been determined to be an eligible MBE or WBE, the total dollar value of the contract performed by the M/WBE is counted toward the applicable goal as follows:

a. Except as provided below, in section VIII (1)(g), work performed by a M/WBE prime contractor shall not be counted toward the M/WBE goal, and all prime contractors, including M/WBE prime contractors, must comply with the M/WBE requirements of this contract.

b. For a M/WBE 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 who provides a bonafide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract, reasonable fees or commissions charged for the service shall be listed, but the cost of items themselves shall not be credited.

d. For a M/WBE 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 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.

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g. That portion of the contract total dollar value equal to the percentage of ownership and control of the M/WBE partner(s) in an approved joint venture shall be counted toward the contract goal, except that credit for M/WBE participation in an approved prime joint venture shall not exceed one half of the contract goal.

IX. AWARD DOCUMENTATION AND PROCEDURES

1. The two lowest bidders, including any M/WBE bidder, shall submit, by the close of business on the seventh day after the bid opening, a completed Schedule of M/WBE participation, in the form attached, which shall list:

a. The full company name, address and telephone number of each M/WBE 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 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 X of these special provisions.

c. The total dollar amount to be paid to each M/WBE. (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 which is eligible for credit toward the M/WBE goal under the crediting rules set out in section VIII.

e. The total creditable M/WBE participation as a percentage of the total bid price.

2. All firms listed on the Schedule must be currently certified. The bidder may list a newly certified firm which is not yet listed in the SOMWBA Directory, but is urged to obtain a copy of the SOMWBA certification letter from the M/WBE and attach it to the Schedule of Participation.

3. The two lowest bidders shall submit with their Schedules of Participation, fully completed, signed Letters of Intent from each of the M/WBEs listed on the Schedule. The Letters of Intent shall be in the form attached and shall identify specifically the contract activity the M/WBE 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. 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 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. If the Commission finds that the percentage of M/WBE 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 reject the bidder's proposal and may retain the proposal guaranty.

5. Evidence of good faith efforts will be evaluated by the Department in the selection of the lowest responsible bidder.

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All information requested by the Department for the purpose of evaluating the bidder's efforts to achieve the goal must be provided within seven days after the bid opening date and must be accurate and complete in every detail. The apparent low bidder's attainment of the M/WBE goal or a satisfactory demonstration of good faith efforts, is a prerequisite for award of the contract. Actions which constitute evidence of good faith efforts to meet a M/WBE goal include, but are not limited to, all of the following:

a. Efforts made to select portions of the work proposed to be performed by M/WBE's 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 participation. The value of such work is required to at least equal the M/WBE goal.

b. Reasonable written notification prior to the opening of bids soliciting individual M/WBEs 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 economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, describing the type of work, supplies or services being considered for M/WBE subcontracting on this contract.

d. Efforts made to negotiate with M/WBEs for specific items of work including evidence of:

(1) The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacts with M/WBEs to determine with certainty whether the M/WBEs were interested. Personal or phone contacts are expected.

(2) A description of the information provided the M/WBEs 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 were not reached.

(4) Documentation of each M/WBE contacted but rejected and the reasons for the rejection.

e. Absence of any agreements between the contractor and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other bidders.

f. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.

g. Documentation that qualified M/WBEs are not available, or are not interested.

h. Attendance at any meeting scheduled by the Department to encourage better contractor-M/WBE relationships and/or to inform M/WBEs of forthcoming M/WBE 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 and the area of interest.

j. Efforts to effectively use the services of available minority community organizations; women organizations, minority, women and disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provides assistance in recruitment and placement of M/WBEs.

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6. The demonstration of good faith efforts must establish that the contractor has actively and aggressively sought out M/WBEs 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 goal, include, but are not limited to:

- a. The M/WBE was unable to provide performance and/or payment bonds.
- b. The M/WBE's commercially reasonable bid was rejected based on price.
- c. The M/WBE 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.

X. COMPLIANCE

1. All activity performed by an M/WBE for credit toward the contract goal must be performed, managed and supervised by the M/WBE. 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/WBE(s) named on the Schedule submitted by the Prime Contractor under section IX, or under section X(6), without the approval of the Department in accordance with the requirements of sections X(6) and (10).

3. The Department may (1) suspend payment for any activity which was not performed by the M/WBE to whom the activity was committed on the approved Schedule of Participation, or which was not performed in accordance with the requirements of subsection X(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 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 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 is expected perform the work.

d. A list of (1) equipment owned by the M/WBE to be used on the project, and (2) equipment to be leased by the M/WBE for use on the project.

e. A list of: (1) all projects (public and private) which the M/WBE is currently performing, (2) all projects (public and private) to which the M/WBE is committed, (3) all projects (public and private) to which the M/WBE 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/WBE's work schedule for each project.

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5. If, pursuant to the subcontractor approval process, the Department finds that a M/WBE 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 X(1), approval of the M/WBE subcontractor may be denied. In the event of such denial, the Prime Contractor shall proceed in accordance with the requirements of sections X(6) and (10).

6. If, for reasons beyond its control, the Prime Contractor cannot comply with its M/WBE 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 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 X(6) and (10).

9. In the event of the decertification of a M/WBE participating or scheduled to participate on the contract for credit toward the goal, the Contractor shall proceed in accordance with sections X(6) and (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 obligation under this contract.

11. Any notice required by these special provisions shall be given in writing to the Engineer with a copy to the DF&G, Office of Fishing and Boating Access, 1 Rabbit Hill Road, Westborough, MA 01581.

12. The Prime Contractor shall submit to the Department in the form attached, and in accordance with the directions thereon, a Record of Payment to Minority/Women/Disadvantaged Business Enterprises.

13. The Contractor shall pay each M/WBE 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/WBE(s) 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 is not paid in accordance with subsection X(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 for any contract or specialty item.

XI. 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:

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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 approve M/WBE(s) 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.

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 5.06.

4. Initiate debarment proceedings under M.G.L. c.29 §29F.

XII. FURTHER INFORMATION

Any proposed M/WBE, 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 these special provisions.

END OF DOCUMENT

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SPECIAL PROVISIONS FOR RIGHT-TO-KNOW ACT REQUIREMENTS

January, 1986

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.

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**THE COMMONWEALTH OF MASSACHUSETTS SUPPLEMENTAL EQUAL EMPLOYMENT
OPPORTUNITY ANTIDISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

I. Definitions

For purposes of this contract, "minority" refers to Asian-Americans, Blacks, Spanish Surname Americans, North American Indians, and Cape Verdeans. "Commission" refers to the Massachusetts Commission Against Discrimination.

II. Contractor's Agreement

During the performance of this Contract, the Contractor and all subcontractors (hereinafter collectively referred to as the Contractor), for him/herself, his/her assignees and successors in interest, agree as follows:

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 original, age or sex. 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.

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

In connection with the performance of work under this contract, the Contractor, shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national original, age or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A 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. Remedial Action

As part of his/her obligation of remedial action under foregoing section, the Contractor shall maintain on this project not less than the percent ratio of minority employee man hours to total man hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws. The percentage ratio for this project is found on page 1 of the Special Provisions.

In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Commission, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the Commission.

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IV. Records

At the discretion of the Commission 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 this project, hereinafter called the administering agency, the Commission and such other representatives as may be designated by the Commission in conjunction with 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.

The Contractor shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections, by week, or 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 Commission and Liaison Committee.

Records of employment referral orders, prepared by the Contractor, shall be made available to the Commission and to the Liaison Committee on request.

The Contractor shall prepare weekly reports in a form approved by the Commission of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these shall be provided at the end of each such week to the Commission and to the Liaison Committee.

V. Affirmative Action in Negotiating with Minority Subcontractors

If the Contractor shall use any subcontractor for any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the Office of Minority Business Assistance (within the Executive Office of Communities and Development) or its designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.

VI. Preference in Hiring

In the employment of journeymen, apprentices, trainees and advanced trainees, the Contractor shall give preference, first to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly, to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States.

The requirements of the above paragraph do not apply to any project or part thereof, financed in whole or in part with Federal Funds.

VII. Access During Construction

A designee of the Commission and a designee of the Liaison Committee shall each have right of access to the construction site.

VIII. Compliance with Requirements

The Contractor shall comply with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated and made a part of this contract.

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IX. Non-Discrimination

The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment.

X. 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 subcontract or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and affirmative action.

XI. Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering agency or the Commission on instructions issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Commission to effect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary affirmative action 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 or the Commission as appropriate and shall set forth what efforts he has made to obtain the information.

2. Whenever the administering agency, the Commission, or the Liaison Committee believes the General Contractor or any subcontractor may not be operating in compliance with the terms of this Section, the Commission directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the Commission or its agent finds the General Contractor or any subcontractor not in compliance, it shall make a preliminary report on noncompliance, and notify such Contractor in writing of such steps, as will in the judgement of the Commission or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the Commission shall make a final report of non-compliance, and recommend to the administering agency the imposition of one or more of the sanctions listed below. If, however, the Commission believes the General Contractor or any subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. Within fourteen days of the receipt of the recommendations of the Commission, the administering agency shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

a. The recovery by the administering agency from the General Contractor of 1/100 of 1% of the contract award price or \$ 1000, whichever sum is greater, in the nature of liquidated damages or, if a subcontractor is in non-compliance, the recovery by the administering agency from the General Contractor, to be assessed by the General Contractor as a back charge against the subcontractor, of 1/10 of 1% of the subcontractor price, or \$ 400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;

b. The suspension of any payment or part thereof due under the contract until such time as the General Contractor or any subcontractor is able to demonstrate his/her compliance with the terms of the contract;

c. The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any subcontractor is able to demonstrate within a specified time his/her compliance with the terms of the contract;

d. The denial to the General Contractor or any subcontractor of the right to participate in any future contracts awarded by the administering agency for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that he/she is in compliance with this Section, he/she may request the administering agency, in consultation with the Commission, to suspend the sanctions conditionally, pending a final determination by the Commission as to whether the Contractor is in compliance. Upon final determination of the Commission, the administering agency, based on

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the recommendation of the Commission, shall either lift the sanctions or reimpose them.

4. Sanctions enumerated under Sections XI-2 shall not be imposed by the administering agency except after an adjudicatory proceeding, as that term is used, under Massachusetts General Laws Chapter 30A, has been conducted. No investigation by the Commission or its agent shall be initiated without prior notice to the Contractor.

XII. 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.

XIII. Bidders' Requirements (Revised: March 1977)

The bidder will comply with the minority manpower ratio and specific affirmative action steps contained herein; and obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions.

XIV. Subcontractor's Certification

Prior to the award of any subcontract under this Invitation for Bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

SPECIMEN COPY

SUBCONTRACTOR'S CERTIFICATION

_____ certifies that:
(Subcontractor)

1. It tends to use the following listed construction trades in the work under the subcontract _____

_____ ; and

2. will comply with the minority manpower ratio and specific affirmative action steps contained herein.

(Signature of authorized representative of subcontractor)

In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the Public Access Board has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

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XV. Materiality

The requirements made of the bidder pursuant to these bid conditions are material, and will govern the bidders performance on the project and will be made a part of his/her bid.

**MINIMUM MINORITY PERCENTAGES TO BE APPLIED TO
STATE AND STATE-ASSISTED CONTRACTS WITHIN THE
COMMONWEALTH OF MASSACHUSETTS**

The following percentages shall apply:

Area:	Not Less Than
Boston: Impact Area (Jamaica Plain (part), Mattapan, South Cove, Chinatown, Bay Village, Roxbury, Dorchester, South End)	30%
Other Areas	10%
Cambridge:	12%
New Bedford:	18%
Springfield:	10%
All other cities and towns:	5%

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COMMONWEALTH OF MASSACHUSETTS PUBLIC EMPLOYMENT LAWS

The Contractor's attention is directed to Massachusetts General Laws, Chapter 149, Sections 25 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 Highway Department.

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's 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 PAB's Resident Engineer, on a weekly basis, a copy of said record, in a form approved by PAB 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 eight hours in any calendar day or 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 eight hours in any calendar day or 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.

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In addition, each such contractor and subcontractor shall furnish to the PAB'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: _____, 20____

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 _____
(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 Law.

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 Office of Fishing and Boating Access Resident Engineer for such inspection.

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 (most recently amended July, 1993).

Division 4

Prevailing Wage Rates

Weekly Payroll Records Report & Statement of Compliance

Massachusetts Weekly Certified Payroll Report Form



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

MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Department of Fish and Game - Fishing and Boating Access **City/Town:** FALMOUTH
Contract Number:
Description of Work: The demolition and reconstruction of the boat ramp located at the end of Waquoit landing
Job Location: 0 Waquoit Landing Road, Falmout

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	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.11	\$0.00	\$70.73
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.55	\$10.65	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.00	\$10.65	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.50	\$10.65	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.00	\$10.65	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.21	\$0.00	\$70.83
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)							
ASPHALT RAKER	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21

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	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.98	\$16.55	\$13.35	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.43	\$16.55	\$13.35	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.98	\$16.55	\$13.35	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.43	\$16.55	\$13.35	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.11	\$0.00	\$70.73
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.55	\$10.65	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.00	\$10.65	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.50	\$10.65	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.00	\$10.65	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.21	\$0.00	\$70.83
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.21	\$0.00	\$73.71
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
Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

Apprentice to Journeyworker Ratio: 1:4

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

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.98	\$12.84	\$15.57	\$8.02	\$0.00	\$70.41
2	60.00	\$40.77	\$12.84	\$15.57	\$8.02	\$0.00	\$77.20
3	70.00	\$47.57	\$12.84	\$15.57	\$8.02	\$0.00	\$84.00
4	80.00	\$54.36	\$12.84	\$15.57	\$8.02	\$0.00	\$90.79
5	90.00	\$61.16	\$12.84	\$15.57	\$8.02	\$0.00	\$97.59

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.08	\$12.84	\$15.57	\$8.02	\$0.00	\$71.51
2	60.00	\$42.09	\$12.84	\$15.57	\$8.02	\$0.00	\$78.52
3	70.00	\$49.11	\$12.84	\$15.57	\$8.02	\$0.00	\$85.54
4	80.00	\$56.12	\$12.84	\$15.57	\$8.02	\$0.00	\$92.55
5	90.00	\$63.14	\$12.84	\$15.57	\$8.02	\$0.00	\$99.57

Apprentice to Journeyworker Ratio: 1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS	12/1/2025	\$49.10	\$10.65	\$9.75	\$9.80	\$0.00	\$79.30
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.65	\$10.65	\$9.75	\$9.80	\$0.00	\$80.85
LABORERS	12/1/2026	\$52.15	\$10.65	\$9.75	\$9.80	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.80	\$0.00	\$78.15
LABORERS	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.80	\$0.00	\$79.70

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.80	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN LABORERS	12/1/2025	\$48.28	\$10.65	\$9.75	\$9.80	\$0.00	\$78.48
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.83	\$10.65	\$9.75	\$9.80	\$0.00	\$80.03
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.33	\$10.65	\$9.75	\$9.80	\$0.00	\$81.53

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CARPENTER	3/1/2026	\$50.85	\$11.08	\$11.47	\$8.50	\$0.00	\$81.90
CARPENTERS	9/1/2026	\$52.10	\$11.08	\$11.47	\$8.50	\$0.00	\$83.15
CARPENTERS -ZONE 2 (Eastern Massachusetts)	3/1/2027	\$53.35	\$11.08	\$11.47	\$8.50	\$0.00	\$84.40

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

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

Apprentice to Journeyworker Ratio: 1:5

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME	10/1/2025	\$27.37	\$7.38	\$4.47	\$1.00	\$0.00	\$40.22
CARPENTERS CARPENTERS-ZONE 3 (Wood Frame)	10/1/2026	\$28.47	\$7.38	\$4.47	\$1.00	\$0.00	\$41.32

All Aspects of New Wood Frame Work

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
2	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
3	65.00	\$17.79	\$7.38	\$0.00	\$1.00	\$0.00	\$26.17
4	70.00	\$19.16	\$7.38	\$0.00	\$1.00	\$0.00	\$27.54
5	75.00	\$20.53	\$7.38	\$3.80	\$1.00	\$0.00	\$32.71
6	80.00	\$21.90	\$7.38	\$3.80	\$1.00	\$0.00	\$34.08
7	85.00	\$23.26	\$7.38	\$3.80	\$1.00	\$0.00	\$35.44
8	90.00	\$24.63	\$7.38	\$3.80	\$1.00	\$0.00	\$36.81

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$17.08	\$7.38	\$0.00	\$0.00	\$0.00	\$24.46
2	60.00	\$17.08	\$7.38	\$0.00	\$0.00	\$0.00	\$24.46
3	65.00	\$18.51	\$7.38	\$0.00	\$1.00	\$0.00	\$26.89
4	70.00	\$19.93	\$7.38	\$0.00	\$1.00	\$0.00	\$28.31
5	75.00	\$21.35	\$7.38	\$3.80	\$1.00	\$0.00	\$33.53
6	80.00	\$22.78	\$7.38	\$3.80	\$1.00	\$0.00	\$34.96
7	85.00	\$24.20	\$7.38	\$3.80	\$1.00	\$0.00	\$36.38
8	90.00	\$25.62	\$7.38	\$3.80	\$1.00	\$0.00	\$37.80

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

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2025	\$59.88	\$16.55	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.21	\$16.55	\$13.35	\$3.25	\$0.00	\$94.36
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.69	\$16.55	\$13.35	\$3.25	\$0.00	\$95.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$38.23	\$16.55	\$13.35	\$3.25	\$0.00	\$71.38
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$39.18	\$16.55	\$13.35	\$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 2							

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 LABORERS	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 2	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.05	\$10.65	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.65	\$10.65	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.25	\$10.65	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.93	\$10.65	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.60	\$10.65	\$9.75	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 2	6/1/2026	\$50.55	\$10.65	\$9.75	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.05	\$10.65	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.65	\$10.65	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.25	\$10.65	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.93	\$10.65	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.60	\$10.65	\$9.75	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS	12/1/2025	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 2	6/1/2026	\$50.30	\$10.65	\$9.75	\$9.65	\$0.00	\$80.35
	12/7/2026	\$51.80	\$10.65	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.40	\$10.65	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.00	\$10.65	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.68	\$10.65	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.35	\$10.65	\$9.75	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 2	6/1/2026	\$50.55	\$10.65	\$9.75	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.05	\$10.65	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.65	\$10.65	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.25	\$10.65	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.93	\$10.65	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.60	\$10.65	\$9.75	\$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	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
LABORERS	6/1/2026	\$50.30	\$10.65	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 2	12/7/2026	\$51.80	\$10.65	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.40	\$10.65	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.00	\$10.65	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.68	\$10.65	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.35	\$10.65	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 2	12/7/2026	\$51.05	\$10.65	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.65	\$10.65	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.25	\$10.65	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.93	\$10.65	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.60	\$10.65	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
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	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
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 2)							
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 2)							
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	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
ELECTRICIANS LOCAL 223							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	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
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
ELECTRICIANS LOCAL 223							
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
ELECTRICIANS LOCAL 223							
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER)	12/1/2025	\$47.09	\$16.55	\$13.35	\$3.25	\$0.00	\$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$48.15	\$16.55	\$13.35	\$3.25	\$0.00	\$81.30
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$49.33	\$16.55	\$13.35	\$3.25	\$0.00	\$82.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/1/2025	\$28.09	\$10.65	\$9.75	\$9.21	\$0.00	\$57.70
LABORERS	6/1/2026	\$29.21	\$10.65	\$9.75	\$9.21	\$0.00	\$58.82
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$29.21	\$10.65	\$9.75	\$9.21	\$0.00	\$58.82

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

FLOORCOVERER	3/1/2024	\$48.93	\$10.33	\$11.47	\$8.80	\$0.00	\$79.53
FLOORCOVERERS LOCAL 2168							
FLOORCOVERERS LOCAL 2168 ZONE II							

Apprentice: FLOORCOVERER							
Effective Date: 3/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.47	\$10.33	\$0.00	\$1.76	\$0.00	\$36.56
2	55.00	\$26.91	\$10.33	\$0.00	\$1.76	\$0.00	\$39.00
3	60.00	\$29.36	\$10.33	\$0.00	\$3.52	\$0.00	\$43.21
4	65.00	\$31.80	\$10.33	\$0.00	\$3.52	\$0.00	\$45.65
5	70.00	\$34.25	\$10.33	\$11.47	\$5.28	\$0.00	\$61.33
6	75.00	\$36.70	\$10.33	\$11.47	\$5.28	\$0.00	\$63.78
7	80.00	\$39.14	\$10.33	\$11.47	\$7.04	\$0.00	\$67.98
8	85.00	\$41.59	\$10.33	\$11.47	\$7.04	\$0.00	\$70.43

Apprentice Notes	
Steps are 750 hrs.	

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.98	\$16.55	\$13.35	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.43	\$16.55	\$13.35	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$38.23	\$16.55	\$13.35	\$3.25	\$0.00	\$71.38
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$39.18	\$16.55	\$13.35	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.99	\$0.00	\$0.00	\$0.00	\$0.00	\$32.99
2	60.00	\$35.99	\$16.55	\$13.35	\$3.25	\$0.00	\$69.14
3	65.00	\$38.99	\$16.55	\$13.35	\$3.25	\$0.00	\$72.14
4	70.00	\$41.99	\$16.55	\$13.35	\$3.25	\$0.00	\$75.14
5	75.00	\$44.99	\$16.55	\$13.35	\$3.25	\$0.00	\$78.14
6	80.00	\$47.98	\$16.55	\$13.35	\$3.25	\$0.00	\$81.13
7	85.00	\$50.98	\$16.55	\$13.35	\$3.25	\$0.00	\$84.13
8	90.00	\$53.98	\$16.55	\$13.35	\$3.25	\$0.00	\$87.13
Apprentice to Journeyworker Ratio: 1:6							
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - B	4/1/2026	\$45.55	\$14.91	\$13.35	\$6.15	\$2.24	\$82.20
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - B	4/1/2026	\$45.55	\$14.91	\$13.35	\$6.15	\$2.24	\$82.20
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 51 PLUMBERS & PIPEFITTERS LOCAL 51	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 51 PLUMBERS & PIPEFITTERS LOCAL 51	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.11	\$0.00	\$72.17
	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.55	\$10.65	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.00	\$10.65	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.50	\$10.65	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.00	\$10.65	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.21	\$0.00	\$70.83
	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.21	\$0.00	\$72.27

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.21	\$0.00	\$73.71

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

INSULATOR (PIPES & TANKS)	9/1/2025	\$54.31	\$14.75	\$9.52	\$10.09	\$0.00	\$88.67
HEAT & FROST INSULATORS LOCAL 6	9/1/2026	\$57.38	\$14.75	\$9.52	\$10.09	\$0.00	\$91.74
HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)							

Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.16	\$14.75	\$9.27	\$5.05	\$0.00	\$56.23
2	60.00	\$32.59	\$14.75	\$9.32	\$6.05	\$0.00	\$62.71
3	70.00	\$38.02	\$14.75	\$9.37	\$7.06	\$0.00	\$69.20
4	80.00	\$43.45	\$14.75	\$9.42	\$8.07	\$0.00	\$75.69

Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.69	\$14.75	\$9.27	\$5.05	\$0.00	\$57.76
2	60.00	\$34.43	\$14.75	\$9.32	\$6.05	\$0.00	\$64.55
3	70.00	\$40.17	\$14.75	\$9.37	\$7.06	\$0.00	\$71.35
4	80.00	\$45.90	\$14.75	\$9.42	\$8.07	\$0.00	\$78.14

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER	3/16/2021	\$42.46	\$7.70	\$12.10	\$5.00	\$0.00	\$67.26
IRONWORKERS LOCAL 37							
IRONWORKERS LOCAL 37							

Apprentice: IRONWORKER/WELDER							
Effective Date: 3/16/2021							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	70.00	\$29.72	\$7.70	\$12.10	\$5.00	\$0.00	\$54.52
2	75.00	\$31.85	\$7.70	\$12.10	\$5.00	\$0.00	\$56.65
3	80.00	\$33.97	\$7.70	\$12.10	\$5.00	\$0.00	\$58.77
4	85.00	\$36.09	\$7.70	\$12.10	\$5.00	\$0.00	\$60.89
5	90.00	\$38.21	\$7.70	\$12.10	\$5.00	\$0.00	\$63.01
6	95.00	\$40.34	\$7.70	\$12.10	\$5.00	\$0.00	\$65.14

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$9.50	\$9.11	\$0.00	\$53.79
2	70.00	\$29.20	\$10.15	\$9.50	\$9.11	\$0.00	\$57.96
3	80.00	\$33.38	\$10.15	\$9.50	\$9.11	\$0.00	\$62.14
4	90.00	\$37.55	\$10.15	\$9.50	\$9.11	\$0.00	\$66.31

Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.15	\$10.65	\$9.75	\$9.11	\$0.00	\$54.66
2	70.00	\$29.34	\$10.65	\$9.75	\$9.11	\$0.00	\$58.85
3	80.00	\$33.53	\$10.65	\$9.75	\$9.11	\$0.00	\$63.04
4	90.00	\$37.72	\$10.65	\$9.75	\$9.11	\$0.00	\$67.23

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY)	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.21	\$0.00	\$70.08
LABORERS	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.21	\$0.00	\$71.52
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.21	\$0.00	\$72.96

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$9.50	\$9.21	\$0.00	\$53.89
2	70.00	\$29.20	\$10.15	\$9.50	\$9.21	\$0.00	\$58.06
3	80.00	\$33.38	\$10.15	\$9.50	\$9.21	\$0.00	\$62.24
4	90.00	\$37.55	\$10.15	\$9.50	\$9.21	\$0.00	\$66.41

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.15	\$10.65	\$9.75	\$9.21	\$0.00	\$54.76
2	70.00	\$29.34	\$10.65	\$9.75	\$9.21	\$0.00	\$58.95
3	80.00	\$33.53	\$10.65	\$9.75	\$9.21	\$0.00	\$63.14
4	90.00	\$37.72	\$10.65	\$9.75	\$9.10	\$0.00	\$67.22
Apprentice to Journeyworker Ratio: 1:5							
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LABORER: CARPENTER TENDER LABORERS	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
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LABORER: CEMENT FINISHER TENDER LABORERS	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
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LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	12/1/2025	\$40.56	\$10.65	\$9.75	\$9.65	\$0.00	\$70.61
LABORERS - ZONE 2	6/1/2026	\$42.00	\$10.65	\$9.75	\$9.65	\$0.00	\$72.05
	12/7/2026	\$43.44	\$10.65	\$9.75	\$9.65	\$0.00	\$73.49
	6/7/2027	\$44.89	\$10.65	\$9.75	\$9.65	\$0.00	\$74.94
	12/6/2027	\$46.34	\$10.65	\$9.75	\$9.65	\$0.00	\$76.39
	6/5/2028	\$47.84	\$10.65	\$9.75	\$9.65	\$0.00	\$77.89
	12/4/2028	\$49.34	\$10.65	\$9.75	\$9.65	\$0.00	\$79.39
For apprentice rates see "Apprentice- LABORER"							
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LABORER: MASON TENDER LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
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LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21

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

LABORER: MULTI-TRADE TENDER LABORERS	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21

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

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

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
MILLWRIGHT (Zone 2)	1/5/2026	\$46.86	\$10.58	\$11.47	\$10.00	\$0.00	\$78.91
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 2							

Apprentice: MILLWRIGHT (Zone 2)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.77	\$10.58	\$0.00	\$5.50	\$0.00	\$41.85
2	65.00	\$30.46	\$10.58	\$0.00	\$6.50	\$0.00	\$47.54
3	75.00	\$35.15	\$10.58	\$11.47	\$7.50	\$0.00	\$64.70
4	85.00	\$39.83	\$10.58	\$11.47	\$8.50	\$0.00	\$70.38

Apprentice Notes

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

Apprentice to Journeyworker Ratio: 1:4

MORTAR MIXER LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/1/2025	\$25.08	\$16.55	\$13.35	\$3.25	\$0.00	\$58.23
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$25.67	\$16.55	\$13.35	\$3.25	\$0.00	\$58.82
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$26.34	\$16.55	\$13.35	\$3.25	\$0.00	\$59.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/1/2025	\$31.05	\$16.55	\$13.35	\$3.25	\$0.00	\$64.20
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$31.77	\$16.55	\$13.35	\$3.25	\$0.00	\$64.92
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$32.57	\$16.55	\$13.35	\$3.25	\$0.00	\$65.72

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$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	\$12.50	\$0.00	\$94.41
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	90.00	\$42.41	\$10.35	\$12.00	\$11.34	\$0.00	\$76.10
Apprentice to Journeyworker Ratio: 1:1							
Painter Traffic Markings (Heavy/Highway) Laborers	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.21	\$0.00	\$70.08
Laborers - Zone 2 (Heavy & Highway)	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.21	\$0.00	\$71.52
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.21	\$0.00	\$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
Panel & Pickup Trucks Driver	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
Teamsters Joint Council No. 10	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
Teamsters Joint Council No. 10 Zone B	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07
Pier and Dock Constructor (Underpinning and Deck)	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
Pile Driver Local 56							
Pile Driver Local 56 (Zone 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
Pile Driver	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
Pile Driver Local 56							
Pile Driver Local 56 (Zone 2)							
Apprentice: PILE DRIVER							
Effective Date: 8/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.39	\$10.08	\$0.00	\$2.53	\$0.00	\$36.00
2	55.00	\$28.58	\$10.08	\$0.00	\$5.07	\$0.00	\$43.73
3	70.00	\$36.38	\$10.08	\$11.62	\$7.60	\$0.00	\$65.68
4	80.00	\$41.58	\$10.08	\$11.62	\$10.14	\$0.00	\$73.42
Apprentice to Journeyworker Ratio: 1:5							
Pipelayer Laborers	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
Laborers - Zone 2	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
Pipelayer (Heavy & Highway) Laborers	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21

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

PLUMBER & PIPEFITTER	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
PLUMBERS & PIPEFITTERS LOCAL 51							
PLUMBERS & PIPEFITTERS LOCAL 51							

Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 8/25/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$22.10	\$10.15	\$2.50	\$0.00	\$0.00	\$34.75
2	50.00	\$27.62	\$10.15	\$2.50	\$0.00	\$0.00	\$40.27
3	60.00	\$33.14	\$10.15	\$8.40	\$0.50	\$0.00	\$52.19
4	70.00	\$38.67	\$10.15	\$13.44	\$0.80	\$0.00	\$63.06
5	80.00	\$44.19	\$10.15	\$16.80	\$1.00	\$0.00	\$72.14

Apprentice to Journeyworker Ratio: 1:3

PNEUMATIC CONTROLS (TEMP.)	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
PLUMBERS & PIPEFITTERS LOCAL 51							
PLUMBERS & PIPEFITTERS LOCAL 51							

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

PNEUMATIC DRILL/TOOL OPERATOR	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21

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

POWDERMAN & BLASTER	12/1/2025	\$41.47	\$10.65	\$9.75	\$9.11	\$0.00	\$70.98
LABORERS	6/1/2026	\$42.91	\$10.65	\$9.75	\$9.11	\$0.00	\$72.42
LABORERS - ZONE 2	12/1/2026	\$44.35	\$10.65	\$9.75	\$9.11	\$0.00	\$73.86
	6/1/2027	\$45.80	\$10.65	\$9.75	\$9.11	\$0.00	\$75.31
	12/1/2027	\$47.25	\$10.65	\$9.75	\$9.11	\$0.00	\$76.76
	6/1/2028	\$48.75	\$10.65	\$9.75	\$9.11	\$0.00	\$78.26
	12/1/2028	\$50.25	\$10.65	\$9.75	\$9.11	\$0.00	\$79.76

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER (HEAVY & HIGHWAY)	12/1/2025	\$41.47	\$10.65	\$9.75	\$9.21	\$0.00	\$71.08
LABORERS	6/1/2026	\$42.91	\$10.65	\$9.75	\$9.21	\$0.00	\$72.52
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.35	\$10.65	\$9.75	\$9.21	\$0.00	\$73.96

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.98	\$16.55	\$13.35	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.43	\$16.55	\$13.35	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$38.23	\$16.55	\$13.35	\$3.25	\$0.00	\$71.38
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$39.18	\$16.55	\$13.35	\$3.25	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER TEAMSTERS 653 TEAMSTERS 653 - Southeastern Concrete (Weymouth)	8/1/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$0.00	\$45.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RECLAIMERS	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) ROOFERS LOCAL 33 ROOFERS LOCAL 33	2/1/2026	\$53.53	\$14.53	\$12.67	\$9.03	\$0.00	\$89.76

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	65.00	\$34.79	\$14.53	\$12.67	\$9.03	\$0.00	\$71.02
4	75.00	\$40.15	\$14.53	\$12.67	\$9.03	\$0.00	\$76.38
5	85.00	\$45.50	\$14.53	\$12.67	\$9.03	\$0.00	\$81.73

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	2/1/2026	\$53.78	\$14.53	\$12.67	\$9.03	\$0.00	\$90.01
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	4/1/2026	\$45.55	\$14.91	\$13.35	\$6.15	\$2.24	\$82.20
SHEETMETAL WORKERS LOCAL 17							
SHEETMETAL WORKERS LOCAL 17 - B							

Apprentice: SHEETMETAL WORKER							
Effective Date: 4/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$18.22	\$14.91	\$4.27	\$0.00	\$1.09	\$38.49
2	45.00	\$20.50	\$14.91	\$4.80	\$0.00	\$1.17	\$41.38
3	50.00	\$22.78	\$14.91	\$12.28	\$0.00	\$1.45	\$51.42
4	55.00	\$25.05	\$14.91	\$12.28	\$0.00	\$1.52	\$53.76
5	60.00	\$27.33	\$14.91	\$12.28	\$3.69	\$1.64	\$59.85
6	65.00	\$29.61	\$14.91	\$12.28	\$4.00	\$1.71	\$62.51
7	70.00	\$31.89	\$14.91	\$12.28	\$4.31	\$1.78	\$65.17
8	75.00	\$34.16	\$14.91	\$12.28	\$4.61	\$1.86	\$67.82
9	80.00	\$36.44	\$14.91	\$12.28	\$4.92	\$1.93	\$70.48
10	85.00	\$38.72	\$14.91	\$12.28	\$5.23	\$2.00	\$73.14

Apprentice to Journeyworker Ratio: 1:4

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

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	1/1/2026	\$64.85	\$13.45	\$7.45	\$18.25	\$0.00	\$104.00
SPRINKLER FITTERS LOCAL 550							
SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2							

Apprentice: SPRINKLER FITTER							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	\$22.70	\$13.45	\$13.84	\$0.00	\$0.00	\$49.99
2	0.00	\$25.94	\$13.45	\$14.75	\$0.00	\$0.00	\$54.14
3	0.00	\$29.18	\$13.45	\$15.67	\$0.00	\$0.00	\$58.30
4	0.00	\$32.43	\$13.45	\$16.57	\$0.00	\$0.00	\$62.45
5	0.00	\$35.67	\$13.45	\$17.49	\$0.00	\$0.00	\$66.61
6	0.00	\$38.91	\$13.45	\$18.40	\$0.00	\$0.00	\$70.76
7	0.00	\$42.15	\$13.45	\$19.32	\$0.00	\$0.00	\$74.92
8	0.00	\$45.40	\$13.45	\$20.22	\$0.00	\$0.00	\$79.07
9	0.00	\$48.64	\$13.45	\$21.15	\$0.00	\$0.00	\$83.24
10	0.00	\$51.88	\$13.45	\$22.05	\$0.00	\$0.00	\$87.38

Apprentice Notes
 Apprentice entered prior 9/30/10:

Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER OPERATOR	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN	9/1/2025	\$42.52	\$12.00	\$12.05	\$3.25	\$0.00	\$69.82
TELECOMMUNICATION TECHNICIAN	9/1/2026	\$44.41	\$12.25	\$12.59	\$3.50	\$0.00	\$72.75
ELECTRICIANS LOCAL 223	9/1/2027	\$46.51	\$12.50	\$13.18	\$3.75	\$0.00	\$75.94

For apprentice rates and ratios see "Apprentice- ELECTRICIAN"

TERRAZZO FINISHERS	2/1/2026	\$66.89	\$12.84	\$15.57	\$8.02	\$0.00	\$103.32
BRICKLAYERS LOCAL 3	8/1/2026	\$69.09	\$12.84	\$15.57	\$8.02	\$0.00	\$105.52
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$70.49	\$12.84	\$15.57	\$8.02	\$0.00	\$106.92

Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/1/2026							
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: TERRAZZO FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$12.84	\$15.57	\$8.02	\$0.00	\$69.88
2	60.00	\$40.13	\$12.84	\$15.57	\$8.02	\$0.00	\$76.56
3	70.00	\$46.82	\$12.84	\$15.57	\$8.02	\$0.00	\$83.25
4	80.00	\$53.51	\$12.84	\$15.57	\$8.02	\$0.00	\$89.94
5	90.00	\$60.20	\$12.84	\$15.57	\$8.02	\$0.00	\$96.63
Apprentice: TERRAZZO FINISHERS							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.55	\$12.84	\$15.57	\$8.02	\$0.00	\$70.98
2	60.00	\$41.45	\$12.84	\$15.57	\$8.02	\$0.00	\$77.88
3	70.00	\$48.36	\$12.84	\$15.57	\$8.02	\$0.00	\$84.79
4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70
5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61
Apprentice to Journeyworker Ratio: 1:5							
TEST BORING DRILLER LABORERS	12/1/2025	\$51.95	\$10.65	\$9.75	\$9.80	\$0.00	\$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$53.50	\$10.65	\$9.75	\$9.80	\$0.00	\$83.70
	12/1/2026	\$55.00	\$10.65	\$9.75	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER LABORERS	12/1/2025	\$48.07	\$10.65	\$9.75	\$9.80	\$0.00	\$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.62	\$10.65	\$9.75	\$9.80	\$0.00	\$79.82
	12/1/2026	\$51.12	\$10.65	\$9.75	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER LABORERS	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.80	\$0.00	\$79.70
	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.30	\$16.55	\$13.35	\$3.25	\$0.00	\$92.45
	12/1/2026	\$60.74	\$16.55	\$13.35	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR	12/1/2025	\$60.18	\$10.65	\$9.75	\$10.25	\$0.00	\$90.83

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	\$61.73	\$10.65	\$9.75	\$10.25	\$0.00	\$92.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$63.23	\$10.65	\$9.75	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	12/1/2025	\$62.18	\$10.65	\$9.75	\$10.25	\$0.00	\$92.83
LABORERS	6/1/2026	\$63.73	\$10.65	\$9.75	\$10.25	\$0.00	\$94.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$65.23	\$10.65	\$9.75	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR LABORERS	12/1/2025	\$52.25	\$10.65	\$9.75	\$10.25	\$0.00	\$82.90
LABORERS	6/1/2026	\$53.80	\$10.65	\$9.75	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$55.30	\$10.65	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	12/1/2025	\$54.25	\$10.65	\$9.75	\$10.25	\$0.00	\$84.90
LABORERS	6/1/2026	\$55.80	\$10.65	\$9.75	\$10.25	\$0.00	\$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$57.30	\$10.65	\$9.75	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
WAGON DRILL OPERATOR LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.98	\$16.55	\$13.35	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.43	\$16.55	\$13.35	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
PLUMBERS & PIPEFITTERS LOCAL 51							
PLUMBERS & PIPEFITTERS LOCAL 51							
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.

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

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

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

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

STATEMENT OF COMPLIANCE

_____, 20_____

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

do hereby state:

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

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

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

Signature _____

Title _____

Division 5

Proposal

Board of Directors Vote

Non-Collusive Affidavit

Statement of Tax Compliance (REAP)

Certificate of Compliance with Massachusetts Employment Security Laws

Contract Form

Schedule of Participation by Minority or Women Business Enterprises

Letter of Intent Minority or Women's Business Enterprise Participation Letter of Intent

Minority or Women's Business Enterprise Participation

Commonwealth Terms and Conditions

Request for Tax Payer Identification Number and Certification (W-9)

Electronic Fund Transfer Signup Form

PROPOSAL

FOR Seapit Landing Boat Ramp Facility Reconstruction, Falmouth, MA; COMMONWEALTH OF MASSACHUSETTS, (Department of Fish and Game, Office of Fishing and Boating Access);

LOCATION

The work referred to herein is in the Town of Falmouth, county of Barnstable, Commonwealth of Massachusetts, and as shown by a set of plans on file in the office of the Department of Fish and Game, Office of Fishing and Boating Access entitled:

"Seapit Landing, Boat Ramp Reconstruction, Falmouth, MA" by the Department of Fish and Game, Office of Fishing and Boating Access, dated May 26, 2026, consisting of 2 sheets.

This Proposal includes Addendum numbered _____.

To the Party of the First Part:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation, that has carefully examined the location of the proposed work, the proposed form of contract, the standard specifications and plans therein referred to and the Special Provisions hereto annexed; and he proposes and agrees, if this proposal is accepted, that he will contract with the Party of the First Part, in the form of the contract referred to herein and to be annexed hereto, to provide all necessary machinery, tools apparatus and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in payment therefore the following unit prices:

ITEM NO.	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
101.1	1 L.S.	Miscellaneous Site Prep, the lump sum price of _____ Per Lump Sum		
112	1 L.S.	Demolition, the lump sum price of _____ Per Lump Sum		
120.2	1 L.S.	Excavation, the lump sum price of _____ Per Lump Sum		
156	75 TONS	Crushed Stone Base, the unit price of _____ Per Ton		
697.1	1 L.S.	Siltation Boom, the lump sum price of _____ Per Lump Sum		
905.1	18 C.Y.	Cast-in-place Anchor Slab, the unit price of _____ Per Cubic Yard		
905.2	1 L.S.	Pre-cast Concrete Boat Ramp, the lump sum _____ Per Lump Sum		
983.3	120 S.Y.	Filter Fabric, the unit price of _____ Per Square Yard		
TOTAL BID		_____ (Written in words)		

The foregoing prices shall include the furnishing of all materials (except as herein otherwise specified) the performing of all the labor requisite or proper, and the providing of all the necessary machinery, tools, apparatus and other means of construction, the doing of all the above mentioned work in the manner set forth, described and shown in the specification and on the drawings for the work and in the form of the contract, and the completion thereof by **January 15, 2027**. The period of work shall begin from the day when the Contractor's copy of the contract will have been delivered.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid mentioned and to give bond in the sum to be determined as aforesaid with surety satisfactory to the Department within ten (10) calendar days from the date of the mailing of a notice from the Department to him according to the address herewith given; that the contract is ready for signature, the Department may at its option, determine that the bidder has abandoned the contract, thereupon this proposal and the acceptance thereof shall be null and void, and the proposal guaranty submitted, covering this proposal shall become the property of the Department otherwise the said proposal guaranty shall be returned to the undersigned.

Full name and address of individual, firm, partnership or corporation submitting this bid:

Signed by: _____ Title: _____

Federal Employers Identification No. or
Social Security No. _____

NOTICE: Bid shall be signed in Black by person having proper legal authority, and the person's title should be given, such as "owner" in the case of an individual, "partner" in the case of a general partnership, "president", "treasurer," or "clerk" in the case of a corporation.

If a bidder is an individual or individuals doing business as a firm, give the full name and address of each individual:

Owner or Partner Address

If the bidder is a corporation, give the State in which incorporated and the name and business address of the following officers:

President

Treasurer

Clerk

State here if bid is submitted by joint venture: _____

and if any of the joint ventures is a corporation, a copy of the vote of the corporation authorizing the joint venture should be attached hereto,

The proposed surety on the bond to be given is:

SAMPLE

At a meeting of the Board of Directors of the _____
(Name of Corporation)

_____ held on _____ at which
(Date)

all the Directors were present or waived notice, it was
or

At a regularly called meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

at which a quorum was present, it was voted that _____,
(Name)

officer _____ of

this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on behalf by such officer _____

_____ under seal of this company shall be valid and binding upon this company.

A true copy

ATTEST: _____
(Clerk)

Place of business _____

Date of this contract _____

I hereby certify that I am the Clerk of the _____

_____ that
(Name of Corporation)

_____ is the duly elected officer
(Name)

_____ of said company, and that the above vote has not been amended or rescinded and remains in full force and as of this date.

(Clerk)

Corporate Seal

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) ss.

_____ being first sworn, depose and says:

That he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal bid, that such proposal or bid is genuine and non-collusive or sham: that said has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Department of Fish and Game or any person interested in the contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if bidder is an individual

Partner, if the bidder is a corporation

Subscribed and sworn to before

me this _____ day of _____, 20____

Notary Public

Seal

My commission expires _____

REVENUE ENFORCEMENT AND PROTECTION CERTIFICATION (REAP)

Pursuant to Section 36 of Chapter 233 of the Acts of 1983, Amending Section of 49A (b), of Chapter 62c, General Laws,

I, _____

authorized signatory for _____

whose principal place of business is at _____

do hereby certify under the penalties of perjury that to the best of my knowledge and belief _____

has complied with any and all applicable state tax laws.

Name of Corporation _____
Or Company

Title of Person signing _____

Signature _____ Date _____

The bidder must demonstrate compliance with Commonwealth tax laws, including M.G.L. C. 62C, s49A. The bidder must submit an original or photocopy of a Certificate of Good Standing, which has been issued by the Massachusetts Department of Revenue within the past year. To obtain a Certificate of Good Standing, the bidder must submit the request to:

Department of Revenue, Tax Payer Division, Certificate Unit
P.O. Box 7066, Boston, MA 02204
(617)887-6550 (617)887-6262 FAX

Include the following information:

Name, address and telephone number of the corporation.

Reason for request. Be sure to mark your request with the word "**BID**". Types of taxes to which the corporation is subject and the corresponding Massachusetts identification number (if any).

Power of Attorney Form M-2848, if applicable.

Signature of a major officer of the corporation.

The Certificate of Good Standing must be provided prior to final execution of the Contract Form.

CONTRACT

THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF FISH AND GAME OFFICE OF FISHING AND BOATING ACCESS

Clause 1. This agreement made this _____ day of _____, 20____, between the Commonwealth of Massachusetts, by the Department of Fish and Game, Office of Fishing and Boating Access, for the said Commonwealth and _____, a corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business in _____, Massachusetts, herein called the Contractor.

Clause 2. Witnesses, The parties to this agreement, each in consideration of the agreements on the part of the other herein contained, do hereby agree, the Commonwealth of Massachusetts for itself, and said Contractor for itself and its successors and assigns as follows:

The Contractor agrees to furnish all equipment, machinery, tools and labor and furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work in

Project No.: PA-369

Itemized Proposal with Special Provisions for Seapit Landing Boat Ramp Reconstruction, Falmouth, MA

Bid Amount: \$

Construction Completion Date: January 15, 2027

In strict conformity with the provisions herein contained and of the Notice to Contractors, Proposal and Special Provisions hereto attached, and all applicable Standard Specifications for Highways and Bridges with the plans referred to herein. All said plans, Standard Specifications, Supplemental Specifications, Special Provisions, Notice to Contractors and Proposal are hereby made part of this contract.

Clause 3. In consideration of the foregoing premises the Commonwealth agrees to pay and the Contractor agrees to receive as full compensation for everything furnished and done by the Contractor under this contract, including all work required but not shown on the plans for the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any delay or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such unit prices are set out in the accompanying proposal, and for all work required, for which there is no item in the proposal, such compensation as is provided for in the aforesaid specifications.

In witness whereof, the said Contractor has caused these presents to be signed in its name and behalf and its corporate seal to be affixed by

_____ Its _____

and _____ Its _____

thereto duly authorized, and the said Commonwealth has executed these presents by its Department of Fish & Game on the year and day above written

Terrance W. Smith, P.E., Acting Director, Office of Fishing and Boating Access

BY _____ Contractor

_____ Corporate Seal

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME
Office of Fishing and Boating Access

SCHEDULE OF PARTICIPATION BY MINORITY OR WOMEN BUSINESS ENTERPRISES (M/WBE)

PROJECT NUMBER: PA-369
PROJECTION LOCATION: Seapit Landing, Falmouth, MA
DATE OF BID OPENING: _____

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 goals.

SIGNATURE: _____ DATE: _____ Tel. No. _____

NAME AND TITLE (PRINT): _____
MBE _____ WBE _____

Bidders are cautioned to read the Special Provision for Participation by Minority, Women, Veteran & Service-Disabled Veteran Owned Business Enterprises.

To be submitted within seven days after the bid opening date

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME
Office of Fishing and Boating Access

**MINORITY/ WOMEN'S BUSINESS ENTERPRISE PARTICIPATION
LETTER OF INTENT**

PROJECT NUMBER: PA-369
PROJECTION LOCATION: Seapit Landing, Falmouth, MA
DATE OF BID OPENING: _____

FROM: _____
(Minority or Women's Business Enterprise)

TO: _____
(Name of Prime Contractor)

1. My company is currently certified as an MBE or WBE by the Supplier Diversity Program. There have been no changes affecting the ownership, control or independence of my 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 DF&G-Division of Marine Fisheries.
3. (For contractor activity only.) My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval from DMF; (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 name, telephone number of a contact person for the contracting organization, the dollar value of the work, 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.

SIGNATURE: _____ DATE: _____
(M/WBE)

NAME AND TITLE (PRINT): _____
MBE ____ WBE ____

To be submitted within seven days after the bid opening date

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME
Office of Fishing and Boating Access
MINORITY/WOMEN'S BUSINESS ENTERPRISE PARTICIPATION

PROJECT NUMBER: PA-369
PROJECTION LOCATION: Seapit Landing, Falmouth, MA
DATE OF BID OPENING: _____

Item Number if applicable	Description of Activity with notifications such as Labor Only, or Complete	Quantity	Unit Price	Amount
TOTAL:				

SIGNATURE: _____ DATE: _____
(M/WBE)

NAME AND TITLE (PRINT): _____
MBE _____ WBE _____

To be submitted within seven days after the bid opening date



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts (“State”) Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller’s payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department’s completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor’s control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a “holder” of “personal data”. The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor’s possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department’s public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor’s regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. 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. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, on Page 3.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, on Page 3, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, on Page 4, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, on Page 2.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, on Page 4, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.
- Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.
- Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, in the next column, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, on Page 4.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, on Page 2.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The Commonwealth of Massachusetts does not initiate contacts with taxpayers via emails. Also, the Commonwealth does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the Commonwealth of Massachusetts, forward this message to CTREmergencyNotification@mass.gov. If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027. You can contact the Federal Trade Commission at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338).

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COMPTROLLER
Electronic Funds Transfer Sign Up Form

This form should be sent to a department with whom you do business.

Request type must be checked: [] Initial Request [] Changing Existing Account [] Closing Account

I _____, hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

- [] I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.
[] I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

VENDOR BANK INFORMATION

Vendor Bank Name: _____
Vendor Bank Transit Number (ABA): _____
Vendor Bank Account Number: _____
Account Type: _____

Filling out this field is a requirement for changing account number

Vendor Bank Old Account Number: _____
Account Type: _____

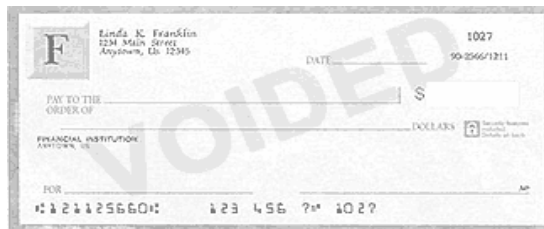
VENDOR INFORMATION

Vendor Tax Identification Number (TIN): _____
Vendor/Business Name: _____
Vendor Contact Name: _____
E-mail: _____
Telephone: _____
Address: _____
City: _____ State: _____ Zip: _____

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

AUTHORIZED SIGNATURE: _____
Print Name: _____ Title: _____ Date: _____

Form forwarded to Commonwealth Department: _____
Attached voided check here:



Attachments

Contract Plans

Build America, Buy America Submittal Certification

Permits: Falmouth Order of Conditions

Build America, Buy America Submittal Certification

BUILD AMERICA, BUY AMERICA ACT. The Contractor will not expend any funds appropriated by Congress without complying with the Build America, Buy America (BABA) Act. The BABA Act requires the use of domestic end products and domestic construction materials.

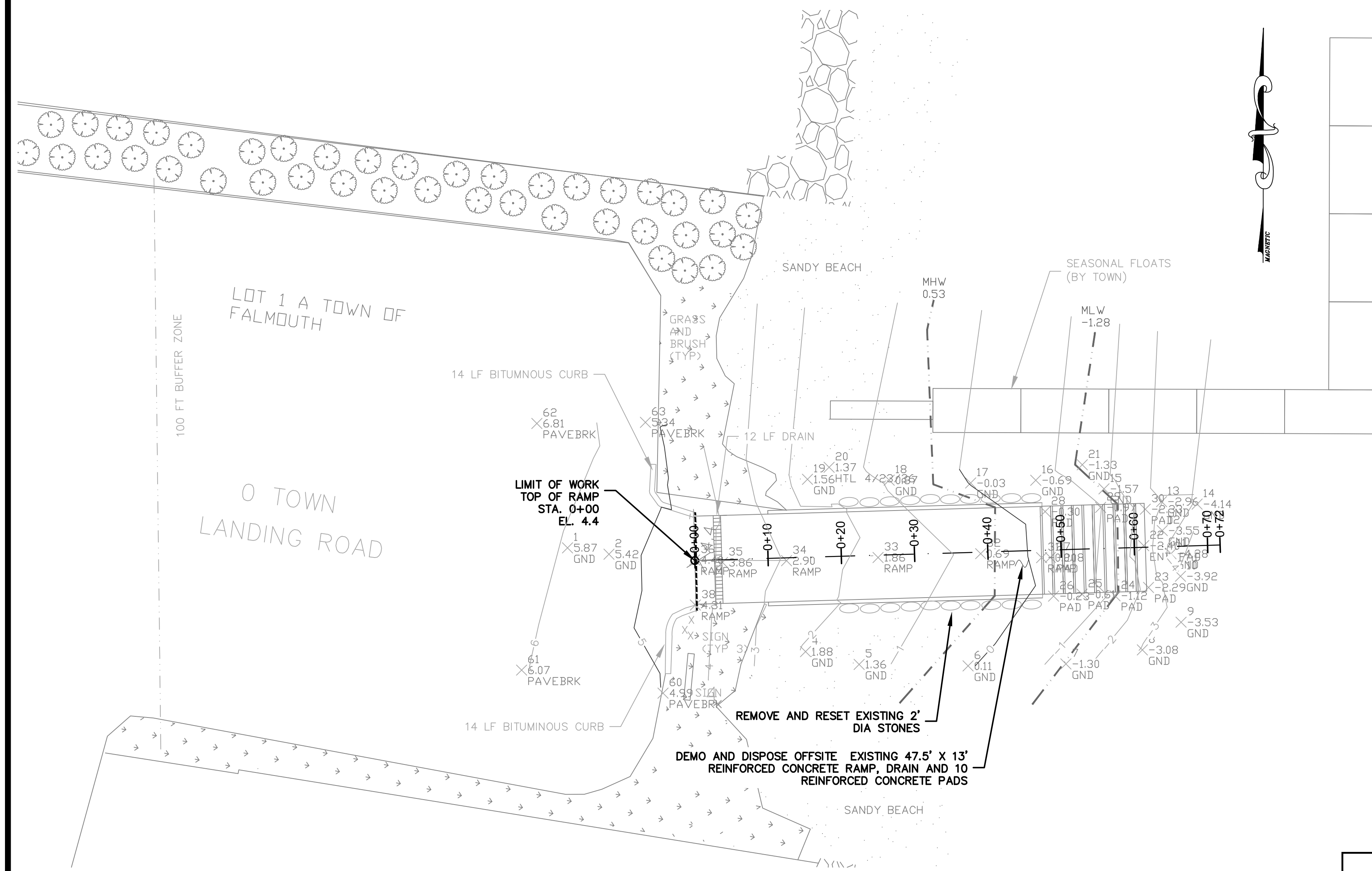
This is certification that, for each item included in this submittal, the materials were manufactured, mined, or produced in the U.S.:

Submittal Number: _____

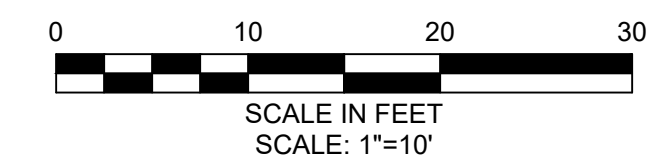
Title: _____

Contractor/Supplier Signature: _____

Date: _____

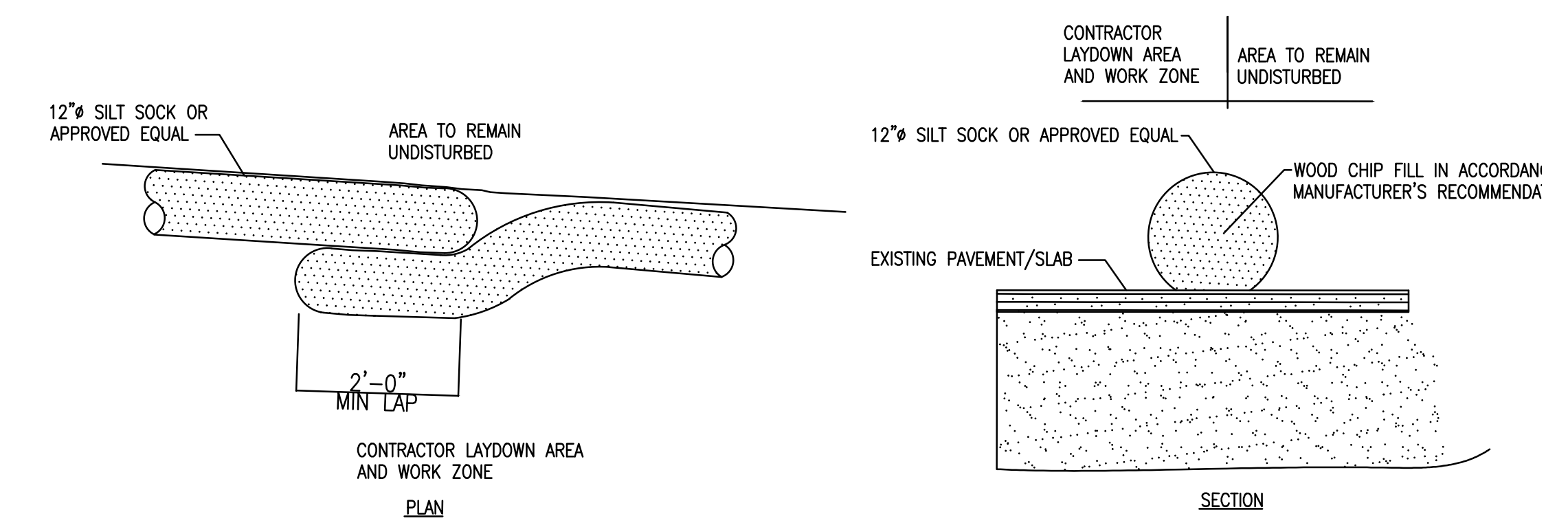


EXISTING PLAN
1" = 10'



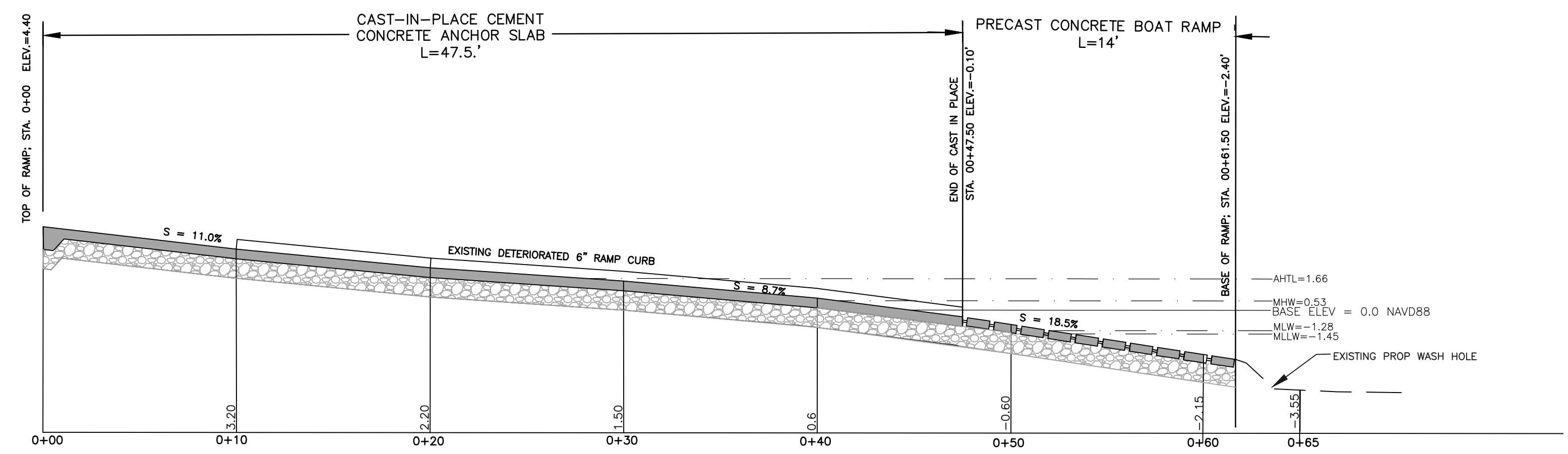
GENERAL:

1. NO ONSITE WORK SHALL BE PERFORMED BEFORE OCTOBER 20, 2026 AND ALL WORK SHALL BE COMPLETED BY JANUARY 15, 2027.
2. THE CONTRACTOR IS ADVISED THAT THE DRAWINGS AND SPECIFICATIONS FORM A PART OF THE CONTRACT DOCUMENTS. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL KEEP A COPY OF THE DRAWINGS AND SPECIFICATIONS ONSITE AT ALL TIMES DURING THE PROJECT.
3. THE BASE PLAN AND EXISTING SECTIONS WERE DEVELOPED BASED ON DRAWING ENTITLED "EXISTING CONDITIONS PLAN AT SEAPIT LANDING" AND SURVEY USING RTK GPS SYSTEM BY OFBA ON APRIL 23, 2026 .
4. SURVEY: NAVD88 DATUM EL 0.0
5. PROJECT IS LOCATED WITHIN FEMA VE FLOOD ZONE 13 NAVD88, PER FEMA MAP 25001C0734J DATED JULY 16, 2014
6. THE CONTRACTOR SHALL COORDINATE WITH OWNER AND OWNER'S REPRESENTATIVE FOR ACCESS AND SPECIFIC LIMITS AND APPROVED LOCATION OF STAGING AREA. CONTRACTOR IS RESPONSIBLE TO RESTORE ALL DISTURBANCES TO EXISTING MATERIALS AND LANDSCAPING TO MATCH EXISTING, TO THE SATISFACTION OF THE OWNER.
7. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ENVIRONMENTAL CONTROLS AS REQUIRED BY FEDERAL, STATE AND LOCAL REGULATIONS. ENVIRONMENTAL CONDITIONS TO BE CONTROLLED SHALL INCLUDE BUT NOT BE LIMITED TO TURBIDITY, DUST AND DEBRIS, AND NOISE.
8. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DONE TO ADJACENT OR NEARBY STRUCTURES AND VESSELS OR INJURIES TO THE PUBLIC AS A RESULT OF PERFORMING THE WORK.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE ORDER OF CONDITIONS ISSUED BY THE CONSERVATION COMMISSION RELATED TO THIS PROJECT.
10. EXCAVATION SHALL BE PERFORMED DURING LOW TIDE.
11. FIELD VERIFY, LOCATE, AND PROTECT EXISTING FEATURES DESIGNATED ON THE PLANS TO REMAIN INCLUDING, BUT NOT LIMITED TO, TREES, SIGNS, SIGN POSTS, CURBS, SIDEWALKS AND BACK OF SIDEWALK FEATURES DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.



SILT SOCK DETAILS
NOT TO SCALE

DATUM OFFSETS	
AHTL 2026	1.66
MHHW	0.80
MHW	0.53
NAVD88	0.00
MLW	-1.28
MLLW	-1.45
NAVD88 OFFSET PROVIDED BY VDATUM V4.8 @ PROJECT SITE: 41.576354, -70.527826	

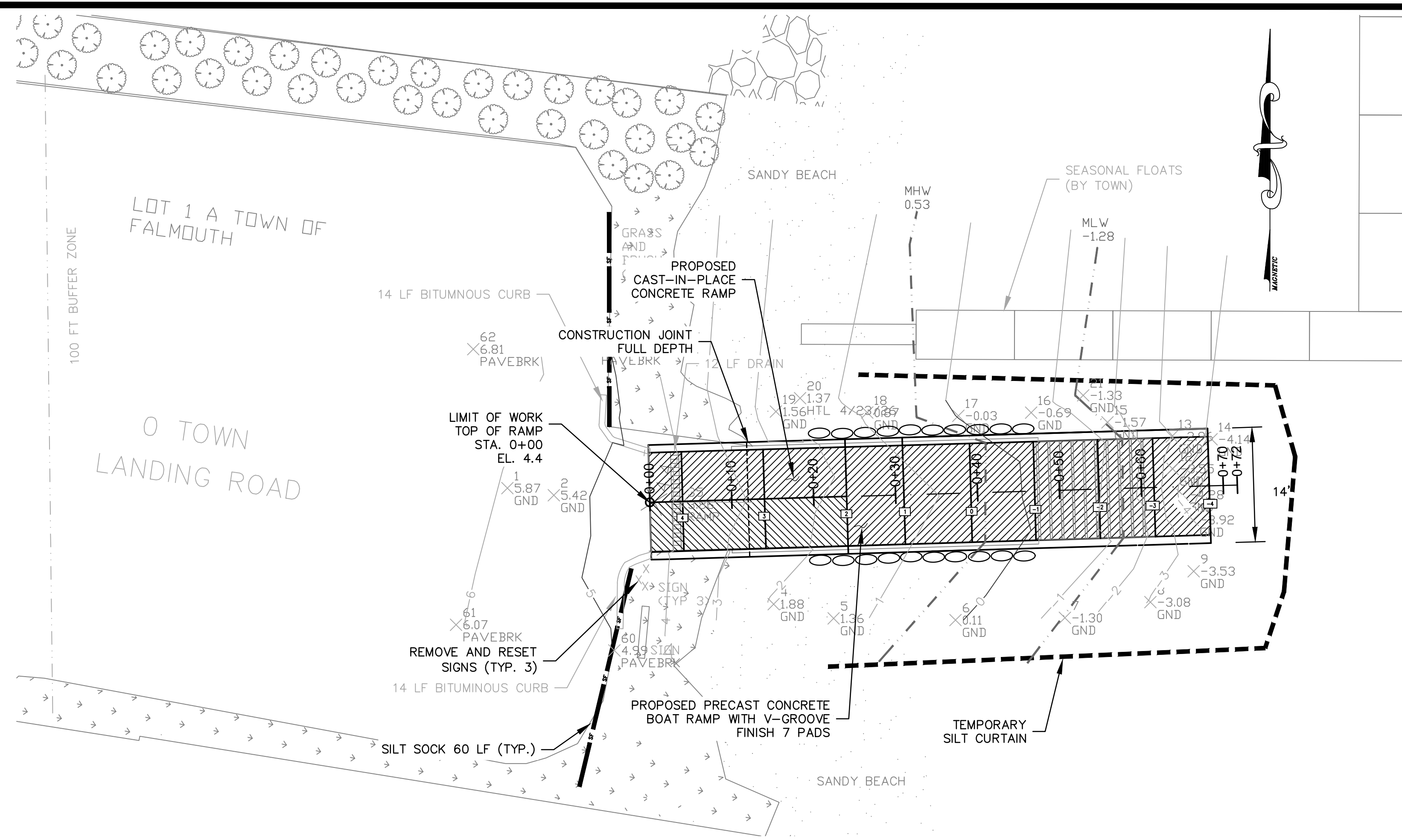


EXISTING PROFILE
1" = 5'



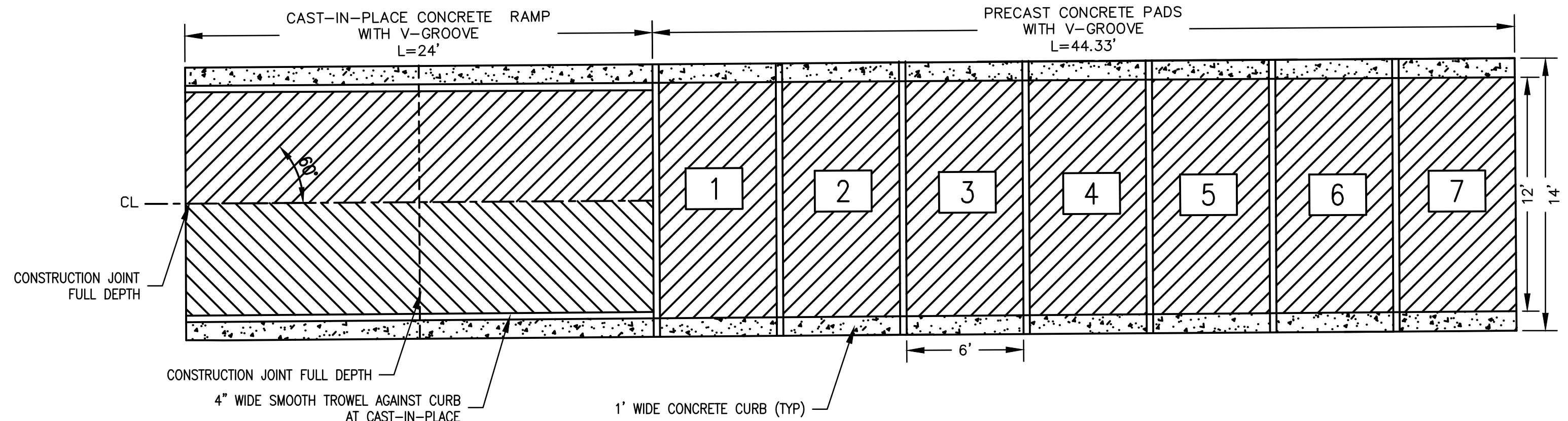
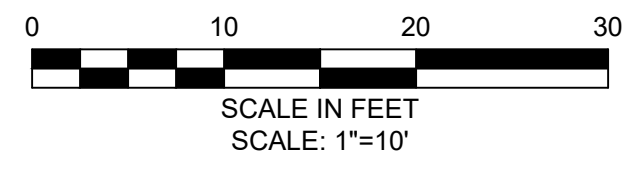
Commonwealth of Massachusetts
 Department of Fish & Game
 OFFICE OF FISHING & BOATING ACCESS
 SEAPIT LANDING
 FISHERMAN ACCESS FACILITY
 FALMOUTH, MASSACHUSETTS

DRAWN BY:	BAS	DATE:	5/26/2026
CHECKED BY:	TWS/MC	DRAWING NO.:	C-1
JOB NO.:	PA-369	SHEET	1 OF 2



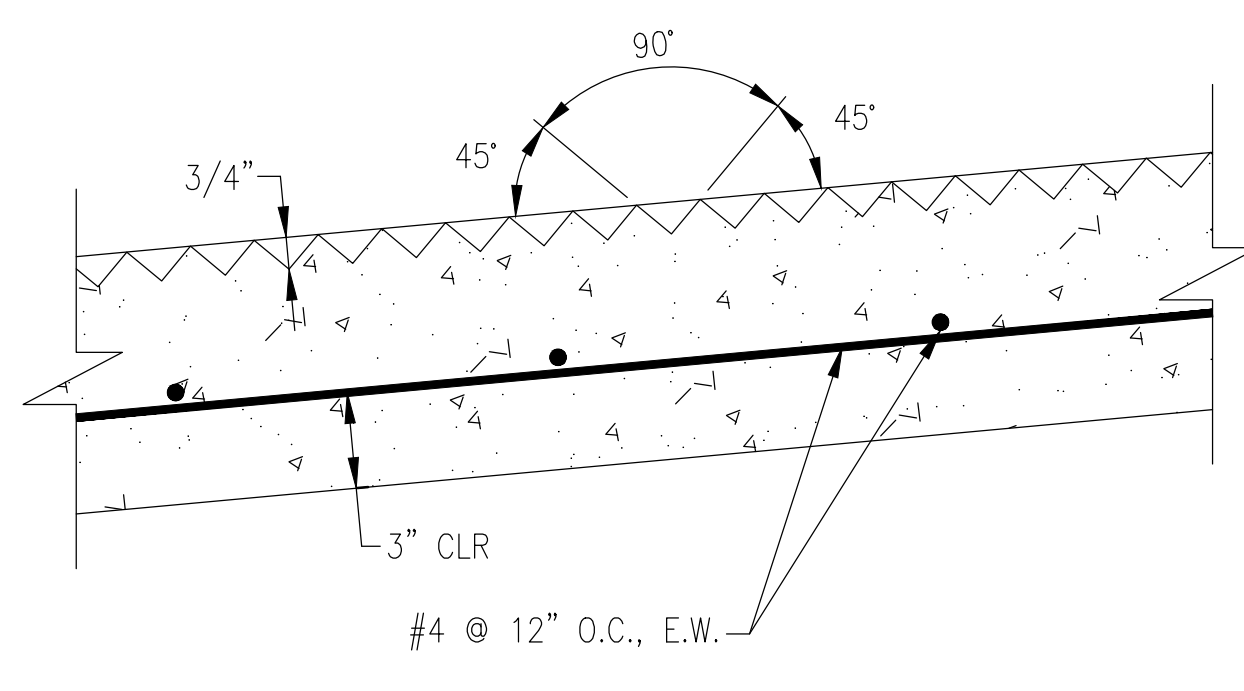
SITE PLAN

1" = 10'



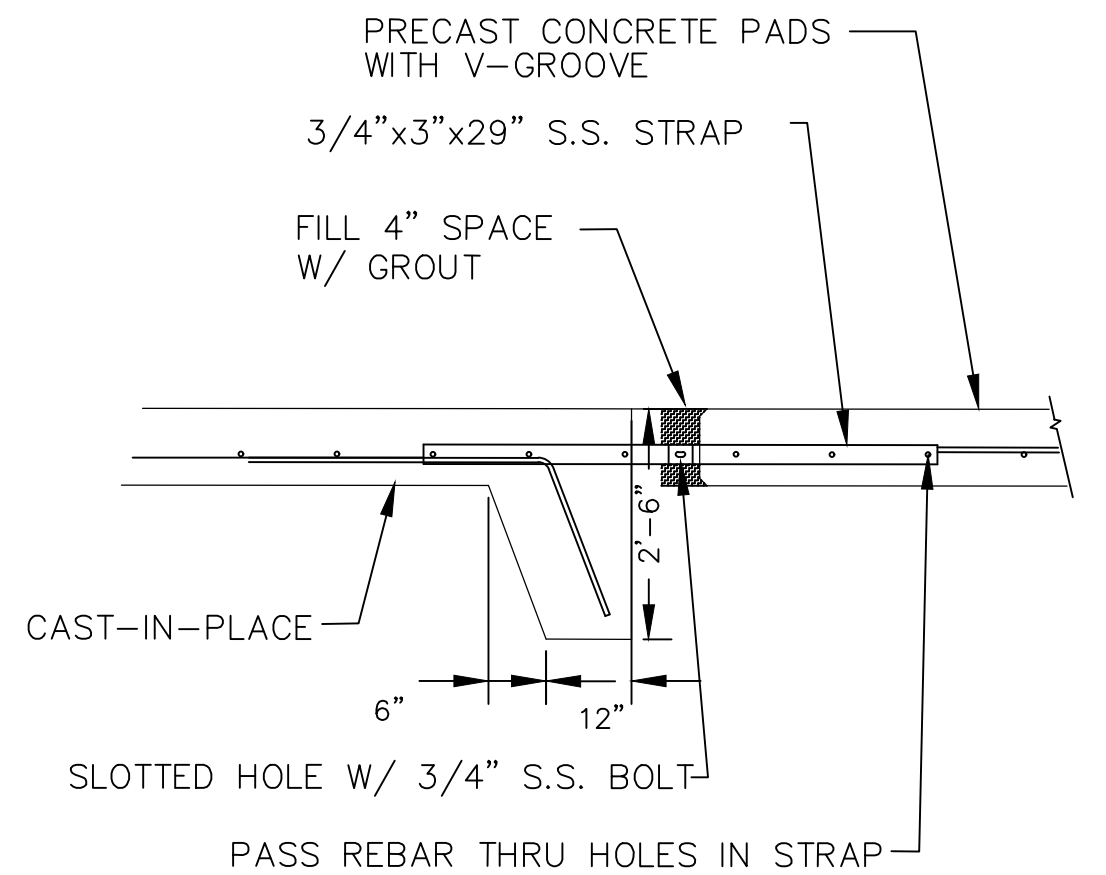
RAMP PLAN

1" = 5'



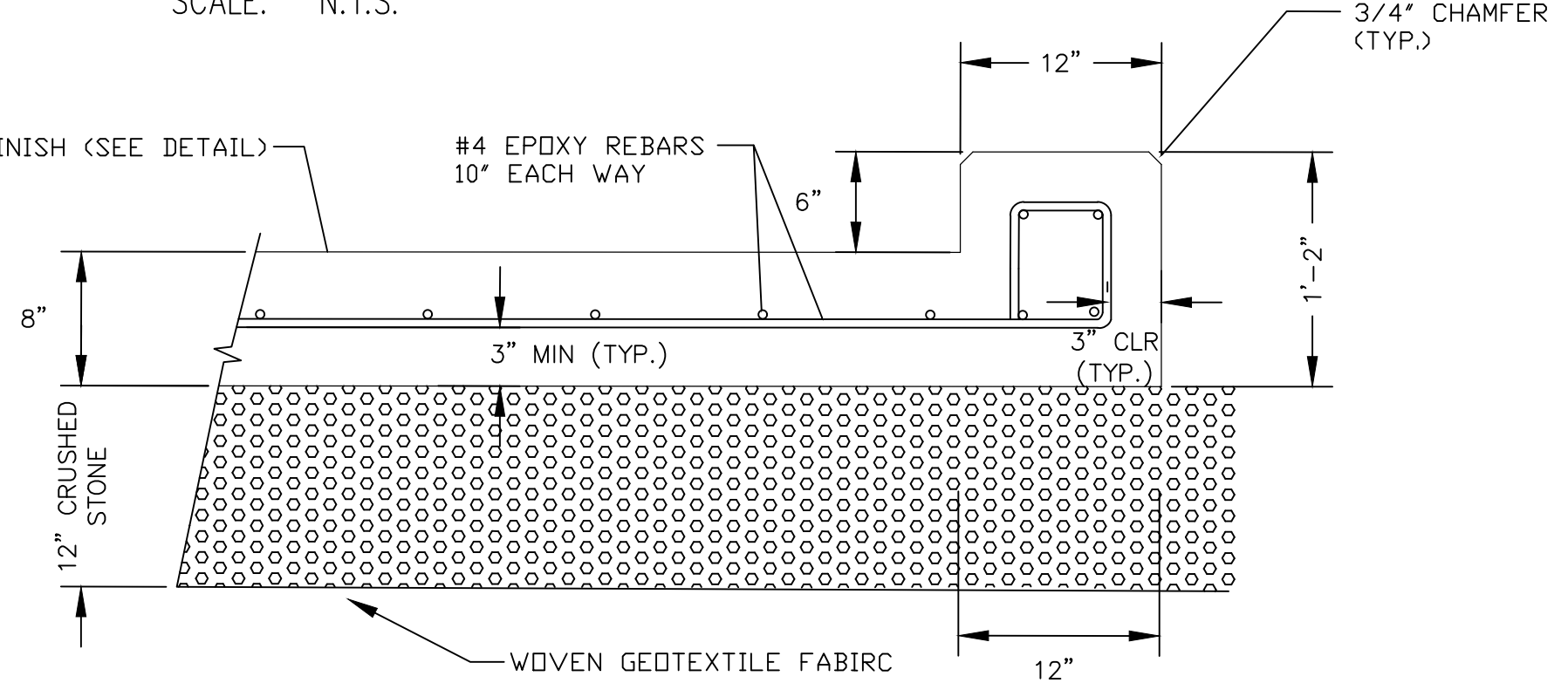
V-GROOVE DETAIL

SCALE: N.T.S.



CONNECTION DETAIL

SCALE: N.T.S.

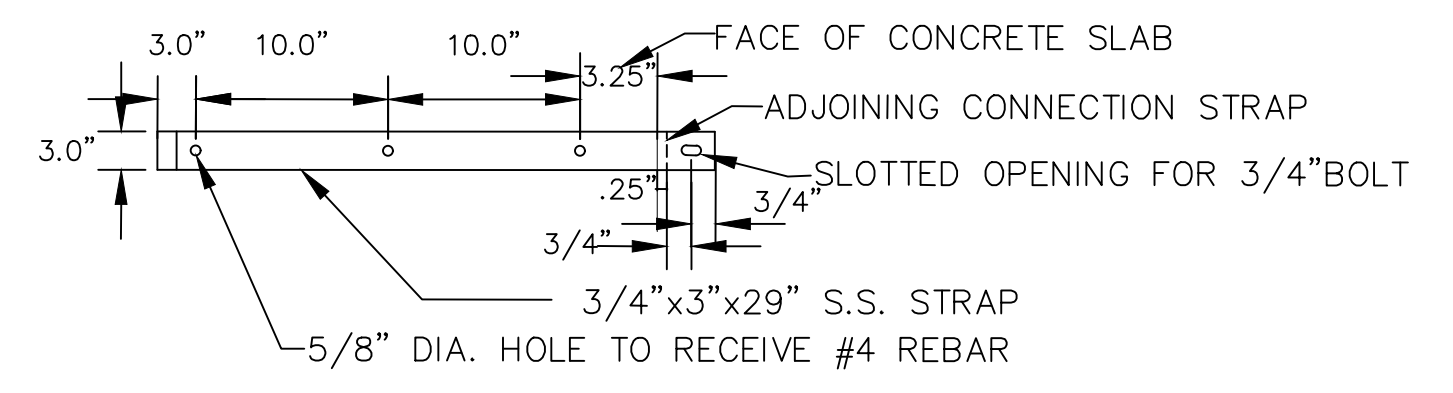


PRECAST CONCRETE SLAB DETAIL

SCALE: N.T.S.

NOTES:

- 1. MINIMUM CONCRETE COVER OVER REINFORCING BARS SHALL BE 3" MIN (TYP)

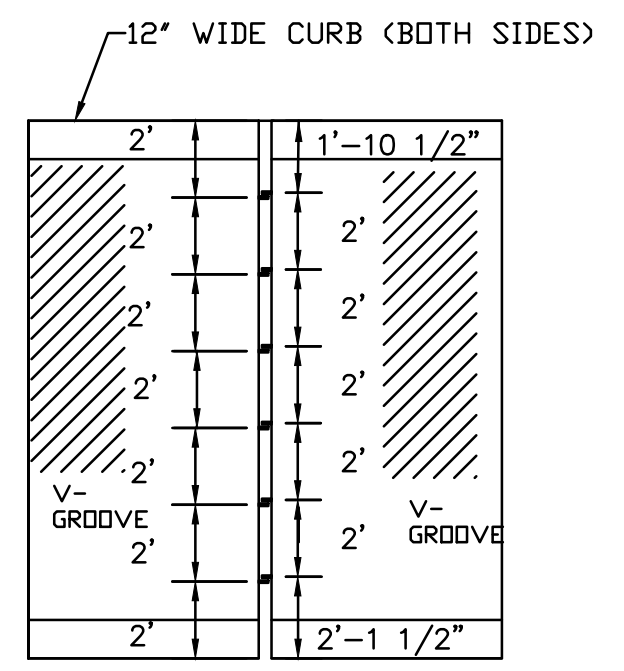


CONNECTION STRAP DETAIL

SCALE: N.T.S.

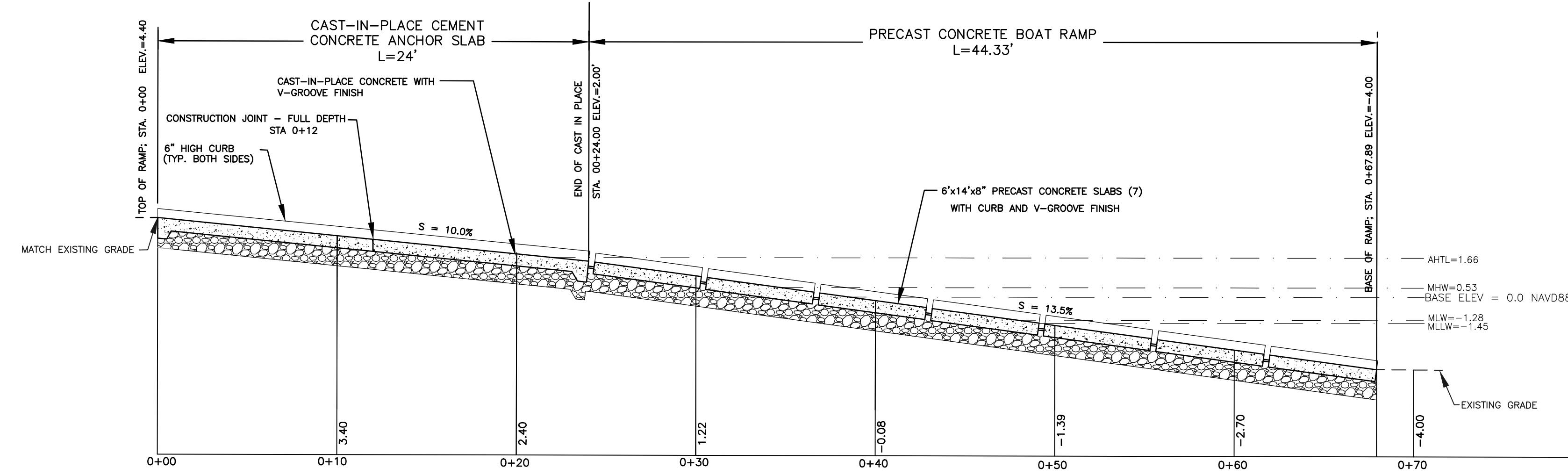
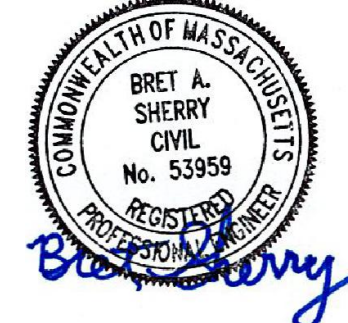
NOTES:

- 1. MINIMUM CONCRETE COVER OVER REINFORCING BARS SHALL BE 3" MIN (TYP)
- 2. CONNECTION STRAPS SHALL BE ATTACHED WITH 3/4" DIAMETER STAINLESS STEEL BOLTS WITH 1/4" x 2" DIAMETER STAINLESS STEEL WASHERS UNDER BOTH, BOLT HEAD AND NUT.



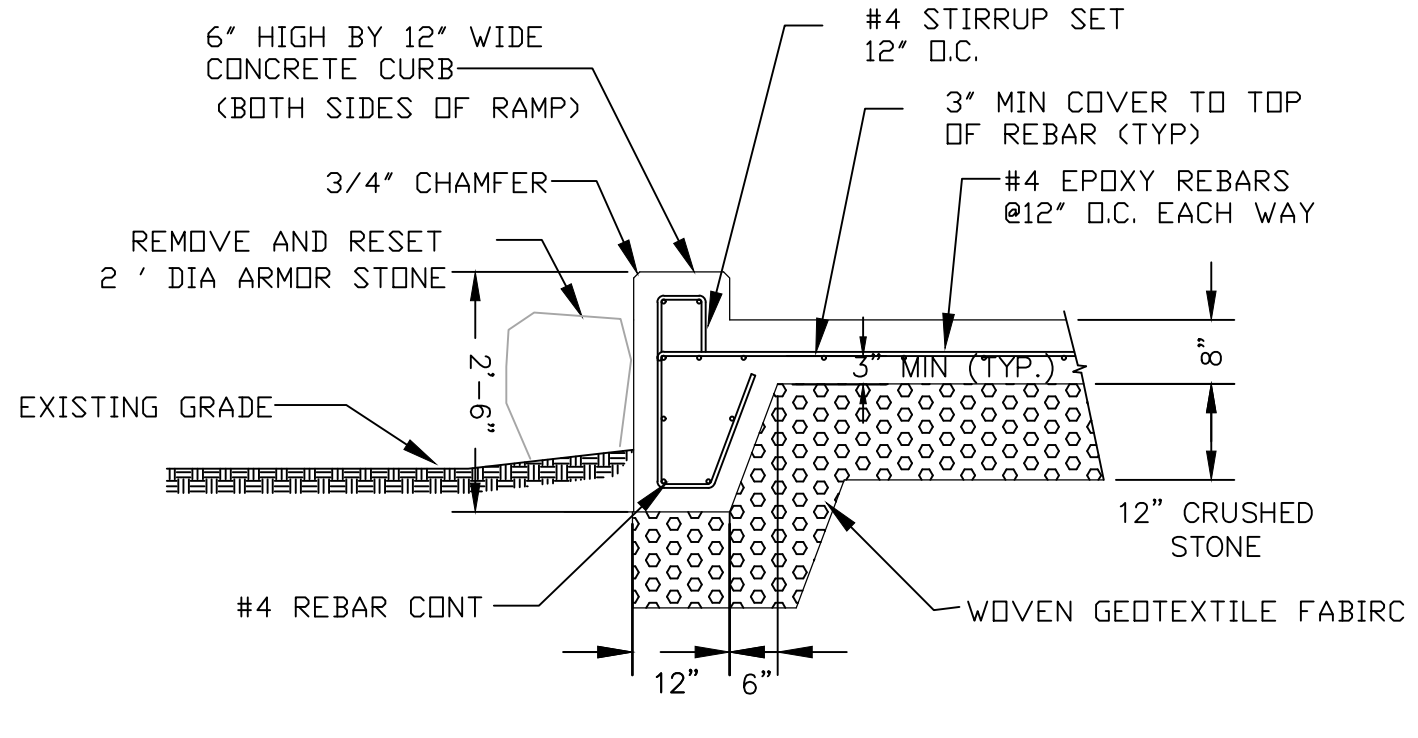
CONNECTION STRAP SPACING

SCALE: N.T.S.



RAMP PROFILE

1" = 5'



CAST-IN-PLACE CONCRETE SLAB WITH V-GROOVE

SCALE: N.T.S.

NOTES:

- 1. MINIMUM CONCRETE COVER OVER REINFORCING BARS SHALL BE 3" MIN (TYP)

Commonwealth of Massachusetts
 Department of Fish & Game
 OFFICE OF FISHING & BOATING ACCESS
 SEAPIT LANDING
 FISHERMAN ACCESS FACILITY
 FALMOUTH, MASSACHUSETTS

DRAWN BY:	BAS	DATE:	5/26/2026
CHECKED BY:	TWS/MC	DRAWING NO.:	C-2
JOB NO.:	PA-369	SHEET	2 OF 2

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y



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

Provided by MassDEP:
25-4432
MassDEP File #
994319
eDEP Transaction #
Falmouth
City/Town

A. General Information

Please note:
this form has
been modified
with added
space to
accommodate
the Registry
of Deeds
Requirements

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



1. From: Falmouth
Conservation Commission

2. This issuance is for (check one):
a. Order of Conditions b. Amended Order of Conditions

3. To: Applicant:

Fraser Gregg
a. First Name b. Last Name
Town of Falmouth
c. Organization
180 Scranton Ave
d. Mailing Address
Falmouth MA 02540
e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

Town of Falmouth Town of Falmouth
a. First Name b. Last Name
c. Organization
59 Town Hall Square
d. Mailing Address
Falmouth MA 02540
e. City/Town f. State g. Zip Code

5. Project Location:

0 Town Landing Rd Falmouth
a. Street Address b. City/Town
32 32 21 015 00002 1
c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: d m s d m s
d. Latitude e. Longitude



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

Provided by MassDEP:
 25-4432
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 994319
 eDEP Transaction #
 Falmouth
 City/Town

N O T

N O T

B. Findings (cont.)

A N

O F F I C I A L

O F F I C I A L

* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. Restoration/Enhancement *:

C O P Y

a. square feet of BVW

b. square feet of salt marsh

24. Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on _____ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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

Provided by MassDEP:
 25-4432
 MassDEP File #
 994319
 eDEP Transaction #
 Falmouth
 City/Town

NOT NOT

D. Findings Under Municipal Wetlands Bylaw or Ordinance

OFFICIAL OFFICIAL

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

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

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

1. Municipal Ordinance or Bylaw _____ 2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Falmouth Wetlands Bylaw 10.00
 1. Municipal Ordinance or Bylaw _____ 2. Citation _____

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

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):
see attached



Falmouth Conservation Commission

59 TOWN HALL SQUARE, FALMOUTH, MASSACHUSETTS 02540

OFFICIAL COPY OFFICIAL COPY
(508) 495-7445 • FAX (508) 495-7449

Gregg Fraser, Harbormaster
0 Town Landing Rd
DEP #: 25-4432

OFFICIAL COPY OFFICIAL COPY
NOT A N O T A N
OFFICIAL COPY OFFICIAL COPY

FINDINGS:

1. The applicant proposes to replace the existing boat ramp at 0 Town Landing Rd. The proposed boat ramp will be widened by one (1) foot and extended by four (4) feet. The new ramp will be constructed with (5) 6-foot precast pads and measure 12 feet wide with 1-foot curbs.
2. Resource Areas onsite or within 100 feet of the proposed project include Land Under Ocean, Salt Marsh, Coastal Beach, Coastal Dune, Land Containing Shellfish, Land Subject to Coastal Storm Flowage, and Resource Area Buffer.

INTERESTS

1. Storm Damage Prevention
2. Flood Control
3. Pollution Prevention
4. Protection of fisheries
5. Protection of land containing shellfish
6. Protection of wildlife habitat

STANDARD CONDITIONS

1. Permission is granted to the Town of Falmouth, 0 Town Landing Rd, Falmouth, MA, to reconstruct the existing boat ramp according to the narrative and plan prepared by the Commonwealth of Massachusetts, Department of Fish and Game, Office of Fishing and Boating Access, dated February 7, 2019 and entitled "Seapit Landing Fisherman's Access Facility" and subject to the following Standard and Special Conditions.
2. This Order is issued pursuant to Mass. General Laws, Chapter 131, sec. 40, the Wetlands Protection Act and Chapter 235 of the Code of Falmouth the Wetlands Bylaw. The Wetlands By-law is more stringent than the Wetlands Protection Act as permitted by that Act. The Conservation Commission reserves the right to impose additional or other conditions to protect the Interests of the Massachusetts Wetlands Protection Act and Falmouth Wetlands Bylaw.
3. The determinations of the Falmouth Conservation Commission are made solely to determine issues arising under the Massachusetts Wetlands Protection Act and the Town of Falmouth Wetlands By-Law,

and are therefore concerned exclusively with the question whether any proposed activity will have an adverse effect on the wetlands resource interests listed in the applicable statutes, regulations, by-laws and rules. Nothing contained in this determination is intended in any way to grant to any person any title, easement or other interest in lands, public or private, and the Falmouth Conservation Commission is without legal authority to make any grant of title, easement or other property interest, or to make any determination of property interests. See Tindley v. D.E.Q.B. 10 Mass. App. Ct. 623 (1980).

4. Any work taking place prior to all administrative and legal appeal periods expiring or during the pendency of any such appeal is at the risk of the applicant and/or owner of the property. At the risk of means that should an administrative agency or court find this order and permit were granted in error, all work will have to be restored to its original condition (at the time work was instituted) at the expense of the applicant and/or owner.
5. Issuance of the Order of Conditions does not relieve the permittee from obtaining all other necessary municipal, county, state or federal permits, permission or other approvals required.
6. By the acceptance and recording of this Order, the applicant hereby grants the commission and its duly authorized agents the right to enter onto the land governed by this Order to examine the project and ensure Compliance. Such visits shall be made in a reasonable manner. The Conservation Commission as well as its staff and agents have the authority to issue an Enforcement Order if work does not comply with the terms or intent of the conditions contained herein or the plans herein referenced.
7. The Order of Conditions expires three (3) years from the original date of issuance. Any Amendments to the Order of Conditions **do not** extend the Original Order. You may request an Extension to the original Order of Conditions, in writing, at least 30 days prior to the expiration. Unless otherwise specified, all Conditions cited herein will apply to any and all Amendments to this Order of Conditions.
8. Prior to any work commencing:
 - a. Proof of recording of this Order of Conditions at the Barnstable County Registry of Deeds must be received by the Conservation Commission.
 - b. At least 10 days advance **written** notification shall be provided to the Conservation Commission.
 - c. Copies of any other permits and licenses including building permit, special permit, variances, and Chapter 91 license shall be submitted to Conservation Commission.
 - d. The DEP File Number shall be posted on a sign on the street side of the lot and maintained in a visible condition throughout the project. A copy of this Order of Conditions is to be posted onsite, to be maintained in a visible location and condition throughout the project. Copies of this Order of Conditions are also to be provided to all outside contractors, to be kept onsite during work at all times.
9. The construction site is to be cleaned daily to remove any loose debris and permitted cuttings offsite. Any fill or excavated material not required to backfill and grade to the approved plan of reference shall be immediately removed offsite or to an appropriate upland location noted on the plans.
10. The applicant shall use all means to effectively prevent erosion into the wetland or other Resource Area and to encourage the growth of protective vegetation.

N O T

N O T

11. Any other proposed activities (alteration, fill, excavation or removal of vegetation) within any Resource Area or within 100 feet of any Resource Area will require that the applicant obtain all necessary permits from the Conservation Commission.
12. Before work can begin (i.e. clearing or construction) the Town of Falmouth Conservation Commission Form(s) 1 and 2 are to be submitted to the Conservation Department, identifying the General Contractor (GC) and other responsible parties and signed by the GC and all other responsible parties confirming that the signatories thereof have read and understand the Order of Conditions and that they jointly and severally take responsibility for compliance with the OOC on site during the life of the project. These documents shall be submitted with the ten (10) day start work notification required by Standard Condition #8(b).
13. Any changes to the plan of record noted in Standard Condition 1 above, no matter how minor in scope, including, but not restricted to, changes in the building footprint and appendages such as decks, addition and/or modification of accessory structures, changes in landscape features such as patios, retaining walls, plantings, removal of vegetation, the modification of finished grades, etc. require that the applicant obtain the permission of the Conservation Commission *before* undertaking the modified work. Depending on the scope of the change, said permission may be obtained by filing for an Administrative Approval, an amended Order of Conditions, or entirely new Notice of Intent. Failure to comply with this condition may subject the applicant to an enforcement order and/or fines.
14. If the applicant seeks an Occupancy permit from the Building Department prior to the issuance of a Certificate of Compliance the applicant shall post a performance bond; the bond shall cover the cost of all outstanding work, including landscaping plus 25% of the total. The bond will be released once all outstanding work has been completed and the applicant applies for and receives a Certificate of Compliance.
15. This Order of Conditions will not be fully complied with unless and until a duly executed Certificate of Compliance is recorded or registered, as appropriate, in Barnstable Registry of Deeds. If this Order is based on a professionally rendered drawing then a letter must be submitted from an engineer or architect certifying full compliance and any deviation from the approved plans, as well as, an "Existing Conditions" plan. This plan shall include ALL structure and landscape features including patios, retaining walls, ornamental plantings, native plantings, AC units, steps, outdoor showers, walkways, etc. Any mitigation trees for the project shall be located and identified to species. Any mitigation shrubs for the project shall be delineated on the plan, labeled as "native buffer shrubs" and the final square footage noted. A request for a Certificate of Compliance shall be made in writing immediately following completion of all work including permanently stabilizing the site with vegetation.

SPECIAL CONDITIONS:

1. Prior to work a preconstruction meeting shall held onsite with the Conservation Department and the chosen contractor to review methodology and construction timeline.

2. No work shall occur between ^{N O T}January 15th through May 31^{N O T} to protect winter flounder spawning and juvenile development as recommended by the Division of Marine Fisheries.
O F F I C I A L O F F I C I A L
3. Prior to construction the ^{C O P Y}area is to be surveyed for the presence of shellfish. All shellfish in the area surrounding the existing boat ramp and within the footprint of proposed boat ramp extension shall be removed and replanted at the discretion of the Town of Palmdale ^{C O P Y}Shellfish Constable and to an area designated by the Shellfish Constable.
A N
O F F I C I A L O F F I C I A L
4. The construction site is to be cleared daily to remove any loose debris.
5. No Certificate of Compliance will be issued until the entire project is completed and the site is permanently stabilized.



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

Provided by MassDEP:
 25-4432
 MassDEP File #
 994319
 eDEP Transaction #
 Falmouth
 City/Town

N O T N O T

G. Recording Information

O F F I C I A L O F F I C I A L

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

Conservation Commission

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

To:

Conservation Commission

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

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for: Property Owner

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

Book

Page

In accordance with the Order of Conditions issued on:

Date

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

Instrument Number

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

Document Number

Signature of Applicant



Falmouth Conservation Commission

59 Town Hall Square, Falmouth, Massachusetts 02540
(508) 495-7445

March 18, 2025

Gregg Fraser, Harbormaster
Town of Falmouth
180 Scranton Ave
Falmouth, MA 02540

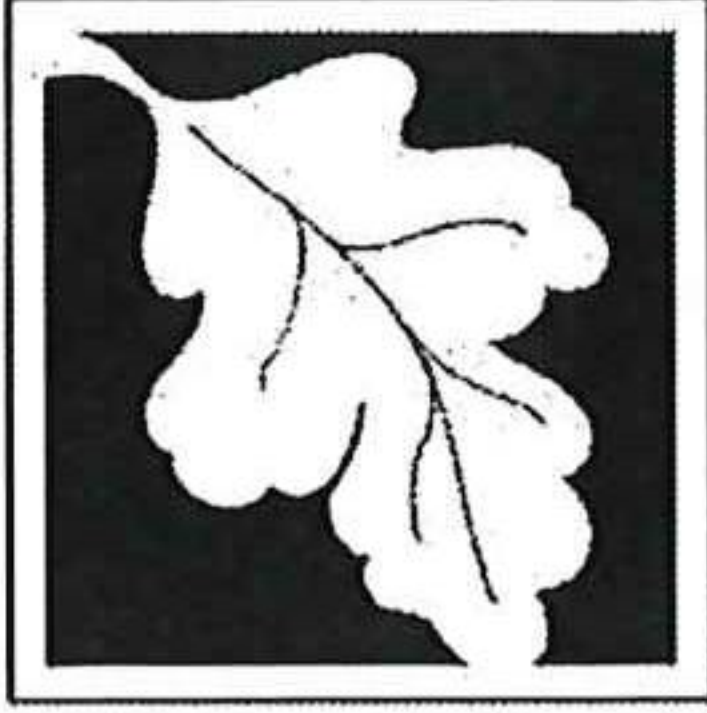
RE: 0 Town Landing, Falmouth, MA
DEP# 25-4432

Dear Gregg Fraser, Harbormaster,

At the March 12, 2025 public hearing of the Falmouth Conservation Commission, the Commission voted to approve your request for an extension of the above reference Order of Conditions. The Order has been extended for three years, **expiring on 4/22/2028**. The original extension permit will need to be registered at the Registry of Deeds. Proof of recording must be submitted to the Conservation Commission office.

Sincerely,

Jennifer L. Lincoln
Conservation Administrator



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 7 – Extension Permit for Orders of Conditions

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

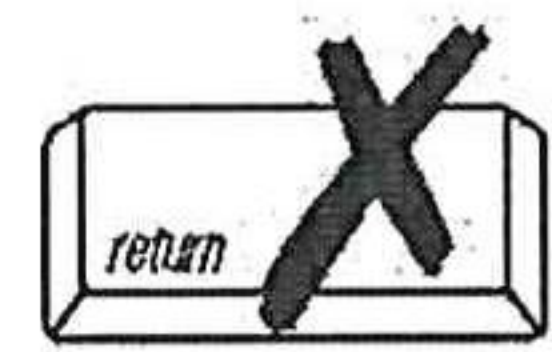
DEP File Number:

25-4432

Provided by DEP

A. General Information

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



1. Applicant: Gregg Fraser, Harbormaster, Town of Falmouth
Name
180 Scranton Ave
Mailing Address
Falmouth MA 02540
City/Town State Zip Code
2. Property Owner (if different):
Name
Mailing Address
City/Town State Zip Code

B. Authorization

The Order of Conditions (or Extension Permit) issued to the applicant or property owner listed above on:

04/22/2019; 4/20/2022 Issued by: Falmouth Conservation Commission
for work at: 0 Town Landing Road 32 21 015 0002
Street Address Assessor's Map/Plat Number Parcel/Lot Number

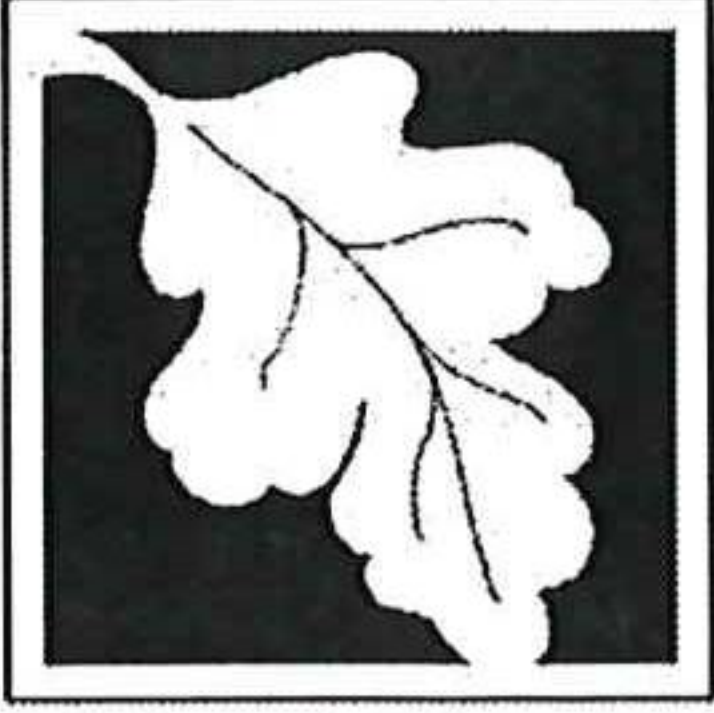
recorded at the Registry of Deeds for:

Falmouth
County Book Page
1,372,643
Certificate (if registered land)

is hereby extended until: 4/22/2028 4/20/2022
Date Date the Order was last extended (if applicable)

This date can be no more than 3 years from the expiration date of the Order of Conditions or the latest extension. Only unexpired Orders of Conditions or Extension may be extended.

This Extension Permit must be signed by a majority of the Conservation Commission and a copy sent to the applicant and the appropriate DEP Regional Office (https://www.mass.gov/service-details/massdep-regional-offices-by-community).



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 7 – Extension Permit for Orders of Conditions

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

DEP File Number:

25-4432

Provided by DEP

B. Authorization (cont.)

3/18/2025

Issue Date (mm/dd/yyyy)

Signatures:

Signature _____

Signature _____

Signature _____

Signature _____

Signature _____

Signature _____

Signature _____

Signature _____

Signature _____

Jennifer L. Lincoln, Conservation Administrator

Printed Name

Jamie Mathews, Chair

Printed Name

Courtney Bird, Vice Chair

Printed Name

Ronald Driscoll

Printed Name

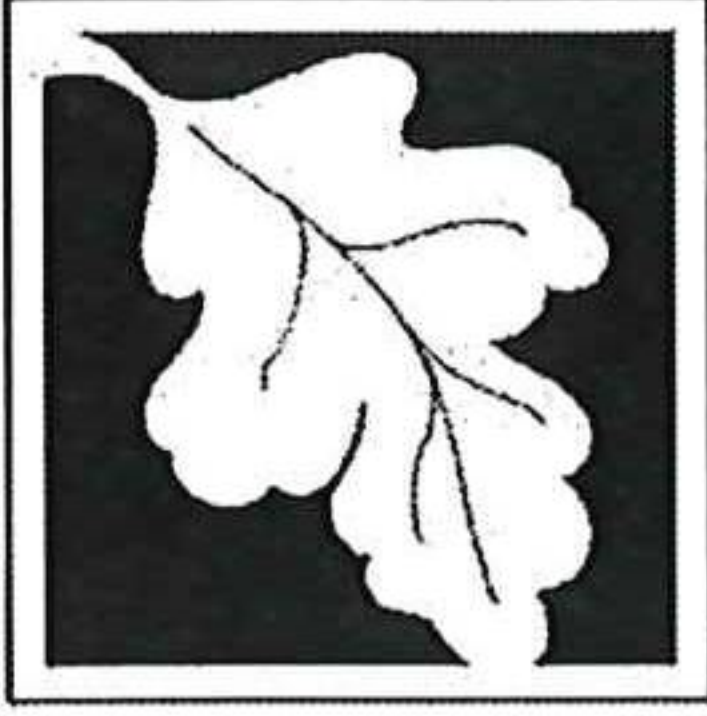
Stephen Patton

Printed Name

Printed Name

Printed Name

Printed Name



Massachusetts Department of Environmental Protection

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C. Recording Confirmation

The applicant shall record this document in accordance with General Condition 8 of the Order of Conditions (see below), complete the form attached to this Extension Permit, have it stamped by the Registry of Deeds, and return it to the Conservation Commission.

Note: General Condition 8 of the Order of Conditions requires the applicant, prior to commencement of work, to record the final Order (or in this case, the Extension Permit for the Order of Conditions) in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, it shall be noted in the Registry's Granter Index under the name of the owner of the land upon which the proposed work is to be done. In the case of registered land, it shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done.

Detach this page and submit it to the Conservation Commission prior to the expiration of the Order of Conditions subject to this Extension Permit.

To:

Conservation Commission

Please be advised that the Extension Permit to the Order of Conditions for the project at:

Project Location

DEP File Number

has been recorded at the Registry of Deeds of:

County

for:

Property Owner

and has been noted in the chain of title of the affected property in accordance with General Condition 8 of the original Order of Conditions on:

Date

Book

Page

If recorded land the instrument number which identifies this transaction is:

Instrument Number

If registered land, the document number which identifies this transaction is:

Document Number

Signature of Applicant