



**TOWN OF WILMINGTON
DEPARTMENT OF PUBLIC WORKS**

INVITATION TO BID

Sealed bids for furnishing the following products and services for Fiscal Year 2023 (July 1, 2022 through June 30, 2023) to the Town of Wilmington, Massachusetts, will be received by mail at the Office of the Town Manager, Town Hall, 121 Glen Road, Wilmington, Massachusetts 01887, until

10:00 AM on Tuesday, May 10, 2022, where and when they will be publicly opened and read:

1. Screener Rental
2. Guardrail
3. Pavement Markings
4. Roadway Management Services*
5. Bituminous Products at Plant
6. Crack Sealing
7. Tree Planting Services
8. Stormwater Pond Maintenance Services
9. Catch Basin Cleaning Services

* Bidders must be pre-qualified with MassDOT to perform Chapter 90 work in order to receive bid specifications.

Bid Specifications may be obtained at the Town of Wilmington Purchasing Department website:
<https://www.wilmingtonma.gov/purchasing-department>

File original bid with the Town Manager, Town Hall, 121 Glen Road, Wilmington, Massachusetts 01887. Mark each envelope: "Bid on (identify specific product) to be opened at 10:00 AM on May 10, 2022."

Quantities shown in bid specifications are approximate only and will be used for comparison of bids.

Where indicated, bid proposals shall include labor rates and must conform to Mass. General Laws, Chapter 149, Section 27, Department of Labor and Industries.

As a minimum, all work shall be performed in compliance with the current Massachusetts Department of Transportation (MassDOT) "Standard Specifications for Highways and Bridges", and latest supplements. Special provisions and amendments are listed within bid specifications.

Purchases by the Town of Wilmington are exempt from any Federal, State, Municipal and/or excise tax.

The Town of Wilmington reserves the right to waive any formality and/or to reject any or all bids or any parts thereof deemed not to be in the best interest of the Town of Wilmington.

The bidder certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Jeffrey M. Hull
Town Manager

TOWN OF WILMINGTON, MASSACHUSETTS

CONTRACT DOCUMENTS
FOR

**ROADWAY MANAGEMENT SERVICES
BITUMINOUS PAVEMENT AND RELATED WORK**

Bid Opening Date/Time:
Tuesday, May 10, 2022 @ 10:00am

Town of Wilmington

121 Glen Road

Wilmington, MA 01887

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SECTION 00020

INVITATION FOR BIDS

Sealed bids for furnishing and installing the following item:

ROADWAY MANAGEMENT SERVICES BITUMINOUS PAVEMENT AND RELATED WORK

will be received at the Office of the Town Manager, Wilmington Town Hall, 121 Glen Road, Wilmington, MA 01887 until the time specified below at which time the bids will be publicly opened and read.

Bid Specifications may be obtained at the Town's website:

<https://www.wilmingtonma.gov/purchasing-department>

Bids will be opened in the Office of the Town Manager on: **Tuesday, May 10, 2022 at 10:00 a.m.**

A performance bond in an amount equal to 100 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract, as well as a labor and materials bond in an amount equal to 100 percent of the total contract price.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.30, §39M.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Wilmington

By: Jeffrey M. Hull, Town Manager

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Wilmington, Massachusetts, herein called the Owner, acting by and through its Town Manager, will receive sealed Bids for the project known as:

**ROADWAY MANAGEMENT SERVICES
BITUMINOUS PAVEMENT AND RELATED WORK**

General bids shall be addressed to the Town Manager's Office, Wilmington Town Hall, 121 Glen Road, Wilmington, MA 01887 and endorsed "Roadway Management Services and Bituminous Pavement and Related Work" and will be received at the Office of the Town Manager until 10:00 a.m. prevailing time, on Tuesday, May 10, 2022, at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The work to be performed is located in various areas throughout the Town of Wilmington including roadways, municipal parking lots, sidewalks, and other town property.

The work under this contract consists of furnishing all necessary labor, materials, equipment and services to complete roadway, sidewalk, and pavement improvements, as needed. Work includes but is not limited to mobilization; pavement reclamation; grading and/or relocating sections of existing roadway; earth excavation; installing, adjusting, and/or remodeling drainage, sewer & water structures; installation of bituminous concrete pavement, berm, sidewalks; installation of concrete sidewalks; line painting; crack sealing; landscaping; and other miscellaneous and incidental work items necessary to complete the work in accordance with the specifications contained hereto.

Additional drawings, specifications, or clarifications showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the Owner or its Architect/Engineer and shall then become a part of the Contract Documents.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Bid signatures will be checked.

All addenda will be sent certified mail, with return receipt requested, and/or facsimile or e-mail to all prospective bidders. All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Modification

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the Owner prior to the closing time, and, provided further, the Owner must be satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to a telegraphic communication.

The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.

The Owner may make such investigations as it deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

7. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Every request for such interpretation should be in writing addressed to:

Joseph Lobao
Wilmington Department of Public Works
121 Glen Road, Wilmington Town Hall
Wilmington, MA 01887

and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished by them for such purposes), or sent via facsimile or email if time requires. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract. The surety on

such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, 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 written out in full.

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

13. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

14. Information Not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents. It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any

examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Architect/Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

15. Bid Security

Each bid and sub-bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Owner, in the amount of five (5) percent of the value of the bid. Such security of general bidders will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

The Owner reserves the right to waive any informalities in bids and to reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

17. Time for Completion

The successful general bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed, unless otherwise agree upon with the Town, and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID. The work shall start no sooner than July 1, 2022 and must commence by June 30, 2023.

18. Comparison of Bids

Bids will be compared on the basis of prices set forth in the bid forms. In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

19. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or

to be employed, in the work, and shall otherwise comply with all applicable provisions of law. The contract dates are from July 1, 2022, through June 30, 2023.

20. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M, as amended, need not be accepted and the Owner may reject every such bid.

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

22. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

23. INSURANCE

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in Agreement and in such form as shall protect him performing work covered by this Contract, and the Town of Wilmington and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Town shall be named as an additional insured. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this Contract.

24. PROJECT MANAGER

The Owner may utilize the services of a project manager, whose duties shall be as set forth in an Agreement for Project Manager Services.

SECTION 00300

FORM OF GENERAL BID

Bid of _____ (hereinafter called "Bidder")*

a corporation, organized and existing under the laws of the state of _____

a partnership

a joint venture

an individual
doing business as _____

To the Town of Wilmington, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as **Roadway Management Services Bituminous Pavement and Related Work**, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project prior to **June 30, 2023**, unless other arrangements are agreed upon with the owner. The Bidder further agrees to pay as liquidated damages the sum of three hundred (\$500.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. _____ Dated:

No. _____ Dated:

No. _____ Dated:

No. _____ Dated:

C) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price: See Bid Form on Next Page



ITEM LIST - ROADWAY MANAGEMENT SERVICES

Bid Item	Est. Quant.	Unit Price	Total
120.1 Earth Excavation (Removal, Transport, & Disposal)	50	x /cy	=
121 Class A Rock Excavation	20	x /cy	=
129 Bituminous Concrete Excavation by Cold Planer	26,000	x /sy	=
129.1 Bituminous Concrete Excavation for Key Ways	100	x /sy	=
142 Class B. Trench Excavation	50	x /cy	=
144 Class B Rock Excavation	10	x /cy	=
151 Gravel Borrow	20	x /cy	=
153 Controlled Density Fill - Excavatable	10	x /cy	=
170 Fine Grading & Compacting	4,600	x /sy	=
187.3 Removal & Disposal of Drainage Structure Sediments	100	x /cy	=
201 Catch Basin	5	x /ea	=
202 Manhole	5	x /ea	=
202.2 Manhole (9 - 14 feet depth)	1	x /ea	=
202.3 Manhole (14 - 18 feet depth)	1	x /ea	=
204 Gutter Inlet	1	x /ea	=
205 Leaching Basin	1	x /ea	=
220.1.2 Drainage Structure Adjusted (Less than 6" Vertical)	50	x /ea	=
220.2 Drainage Structure Rebuilt	20	x /VFt	=
220.3 Drainage Structure Change in Type	5	x /ea	=
220.5 Drainage Structure Remodeled	5	x /ea	=
220.7.2 Sanitary Structure Adjusted (Less than 6" Vertical)	5	x /ea	=
220.8 Sanitary Structure Remodeled	1	x /ea	=
221 Frame and Cover	10	x /ea	=
222 Frame and Grate	10	x /ea	=
222.1 Frame and Grate MHD Cascade Type	5	x /ea	=
223 Frame and Grate (or Cover) Removed and Reset	5	x /ea	=
238.12 12" Ductile Iron Pipe	60	x /lf	=
244.12 12" Reinforced Concrete Pipe Class V	50	x /lf	=
252.12 12" Corrugated Plastic Pipe	50	x /lf	=
252.112 12" Corrugated Plastic (Polyethylene) Pipe Flared End	10	x /ea	=
258 Stone for Pipe Ends	25	x /sy	=
269.06 6" Slot Perforated Corrugated Plastic Pipe (Subdrain)	25	x /lf	=
357 Gate Box	5	x /ea	=
358.2 Gate Box Adjusted (Less than 6" Vertical)	35	x /ea	=
381 Service Box	5	x /ea	=
381.3 Service Box Adjusted	5	x /ea	=
402 Dense Graded Crushed Stone for Sub- Base	200	x /cy	=
402.12 Dense Graded Crushed Stone for Shoulders	100	x /cy	=
403 Reclaimed Base Course and/or Sub-Base	4,600	x /sy	=
403.1 Crushed Stone for Blending	50	x /Ton	=
440 Calcium Chloride for Roadway Dust Control	300	x /Lb.	=
442 Liquid Calcium Chloride for Blending	200	x /Gal	=



Bid Item	Est. Quant.	Unit Price	Total
460 Class I Bituminous concrete Pavement Type I-1	3,500	x /Ton	=
464 Bitumen for Tack Coat	2,300	x /gal	=
464.5 Hot Poured Rubberized Asphalt Sealer	10,000	x /lf	=
472.1 Patching	200	x /sy	=
472.2 Patching without Gravel	200	x /sy	=
483.5 Sawing Pavement and Sidewalk Joints	1000	x /lf	=
504 Granite Curb Type VA4 - Straight	3,000	x /lf	=
504.1 Granite Curb Type VA4 - Curved	100	x /lf	=
506 Granite Curb Type VB - Straight	50	x /lf	=
506.1 Granite Curb Type VB - Curved	50	x /lf	=
509 Granite Transition Curb for Wheelchair Ramps - Straight	10	x /lf	=
509.1 Granite Transition Curb for Wheelchair Ramps - Curved	10	x /lf	=
516 Granite Curb Corner, Type A	5	x /ea	=
520 Concrete Curb Type VA	50	x /lf	=
570.1 Bituminous Concrete Curb Type 1	3,860	x /lf	=
570.2 Bituminous Concrete Curb Type 2	500	x /lf	=
570.3 Bituminous Concrete Curb Type 3	500	x /lf	=
580 Curb Remove and Reset	50	x /lf	=
582 Curb Corner Remove and Reset	5	x /ea	=
670 Fence Removed and Reset	20	x /lf	=
697 Sedimentation Fence	200	x /lf	=
701 Concrete Sidewalk	25	x /sy	=
701.1 Concrete Sidewalk at Driveways	10	x /sy	=
701.2 Concrete Wheelchair Ramp	200	x /sy	=
702 Bituminous Concrete Walk Surface	120	x /Ton	=
702.1 Excavation & Disposal of Existing Sidewalk	2,100	x /sy	=
703 Bituminous Concrete Driveways (Handwork)	165	x /Ton	=
715 Rural Mailbox Removed and Reset	5	x /ea	=
751 Loam Borrow	100	x /cy	=
765 Seeding	1,600	x /sy	=
767.4 Wood Chip Mulch	10	x /cy	=
767.8 Bales of Hay for Erosion Control	100	x /ea	=
819.831 Wire Loop Installed in Roadway	100	x /lf	=
874.1 Sign Removal and Reset	5	x /ea	=

Grand Total (both pages)=

Bid Due Date: Tuesday, May 10, 2022 at 10:00am

Company Name: _____

Authorized Signature: _____ **Date:** _____

Company Address: _____ **Telephone :** _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount of one hundred percent (100%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in the contract.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for ____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
----------------------------	-------------------------	----------------------------	----------------------------	---------------------------	--------------------------

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bank reference _____
(Name)

(Bank)

(Address)

(Telephone No.)

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Respectfully submitted:

Date: _____

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)

SECTION 00500

SAMPLE AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and _____, between _____, with a usual place of business at _____, hereinafter called the CONTRACTOR, and the Town of _____, acting by its _____, with a usual place of business at _____ Street, _____, MA _____, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the _____ Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of _____.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before _____.

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are

reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$500.00 per day.

4. **Performance of the Work**

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
 - (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
 - (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws:
- (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects.

The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. **Affirmative Action/Equal Employment Opportunity**

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. **Site Information Not Guaranteed; Contractor's Investigation**

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner,

arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. **Project Architect or Engineer**

There _____ is _____ is not a project architect-engineer for this project who is _____. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. **Wage Rates**

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. **Payments to the Contractor**

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
 - (1) A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 - (2) A retention for direct payments to Subcontractors, if any, based on demands or same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.

(3) A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:

(1) A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.

(2) A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (1) Unit bid prices previously approved.
- (2) An agreed lump sum.
- (3) The actual cost of:
 - (4) Labor.
 - (5) Materials entering permanently into the work.
 - (6) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (7) Power and consumable supplies for the operation of power equipment.
 - (8) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidders
- This Contract Form
- Bid Form
- Performance Bond
- Labor & Materials Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Supplementary General Conditions
- General Requirements
- Specifications and Addenda
- Contract Drawings
- Schedule of Prevailing Wages
- (Strike out any inapplicable item)

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

(1) claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;

(2) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

(3) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

(4) claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

(5) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(6) claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment

stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF WILMINGTON, MASSACHUSETTS
(Owner)

By its Town Manager:

CONTRACTOR: _____

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____

(Owner's Counsel)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____

(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)

Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City & State)

_____ hereinafter called the "Surety" and licensed by the State
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are
held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called
"Owner", in the penal sum of _____
Dollars

(\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____ day of _____,
20__ (the "Construction Contract"), for the construction described as follows:

_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract
during the original term thereof, and any extensions thereof which may be granted by the Owner,
with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under
the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
Owner all outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1)
the Owner has declared the Principal in default of the Construction Contract or any provision
thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to
execute the work consistent with, and in conformance to, the Construction Contract (collectively
referred to as a "Contractor Default"). The determination of a Contractor Default shall be made
solely by the Owner. The Owner need not terminate the Construction Contract to declare a
Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____	By	_____ Surety
		_____ (Attorney-in-Fact)
		_____ (Address-Zip Code)
_____ Witness as to Surety	(SEAL)	

_____ (Address-Zip Code)		

NOTE: Date of Bond must not be prior to date of Contract.
 If Contractor is a Partnership, all partners should execute Bond.

SECTION 00800

SUPPLEMENTAL CONDITIONS

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SECTION 00850 - Incorporation of Applicable Provisions of the Massachusetts General Laws

Attachment A – Prevailing Wage Rates

§ SC 1.1 INTRODUCTION

The following provisions modify, change, delete from or add to Section 00500 Agreement. Where any Subsection of the Agreement is modified or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

§ SC 2.1 PREVAILING WAGE

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

§ SC 3.1 CONTRACTOR'S LIABILITY INSURANCE

In no case shall the limits of liability be less than the following:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

SECTION 00850

Incorporation of Applicable Provisions of the Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

SECTION 00900 SPECIFICATIONS

A Reference sheet must be submitted with the bid. The sheet will list other communities that the bidder has worked for in the past, along with contact names and telephone numbers of Town or City contacts.

All equipment to meet current requirements of Public Safety Laws and Registry of Motor Vehicles regulations. All equipment is to be supplied with competent operators.

All bids must conform to labor rates as specified by Massachusetts General Law: Chapter 149, Section 27, Department of Labor and Industries.

The Town of Wilmington reserves the right to terminate any and all agreements if the equipment proves inadequate or the operator proves to be incapable of performing the work in a satisfactory and timely manner.

Bidders must be pre-qualified with MassDOT to perform Chapter 90 work.

Quantities shown on bid sheet are approximate only and will be used for comparison of bids. Contract is set up not to exceed the cost per unit per item listed.

Award pending legislative funding approval.

QUALITY CONTROL:

Materials: The contractor will permit the Engineer to take samples of materials used on projects under this bid at the Engineer's discretion. Test results will be compared to specifications. Tests will be run by a qualified laboratory at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications. If conflict arises, a third party tester or quality controller may be hired to conduct testing. If testing finds failure by the Contractor to meet specification, testing fees will be charged directly to the Contractor.

Non-Compliance: If any two successive tests fail on materials or applications of such materials, the job may be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected and/or that application machinery is working properly.

PERFORMANCE:

It is the intention of the Town not to award a contract under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and that the Town reserves the right to reject this or any other proposal or to award the contract as is deemed to be to the best interest of the Town.

PERFORMANCE WARRANTY:

If at any time within one year after the date of the final inspection, any unfaithful or defective work should appear, which in the opinion of the Buyer or by test results is due to inferior materials or workmanship, the Contractor warrants to do whatever is necessary to remedy the defects immediately without cost to the Buyer. The Buyer will notify the Contractor in writing of the defects and the repairs to be made, and the Contractor will begin repairs within a mutually agreed time frame.

GENERAL ELIGIBILITY CRITERIA

Bidders must be pre-qualified by the Massachusetts Department of Transportation (MassDOT) to bid on this project and must be listed on MassDOT's prequalification list in order to obtain bid specifications.

PRICING

Bid Item numbers reference MassDOT Standard Specifications Numerical Index of Payment Items.

Mobilization and safety signage for construction operations shall be considered part of, and should be included as, part of every item.

Bituminous concrete prices shall include all costs associated with producing, delivering, applying and finishing the work, unless otherwise specified.

Tonnages shall be based upon weight slips specific to each load presented to and signed by the "DPW Agent" ¹ at the time and site of application. Only automated printed tonnage slips will be accepted.

Quantities measured other than by weight are subject to signed verification of the DPW Agent.

PAVEMENT ESCALATION CLAUSE

Proposals are based upon the current Mass DOT market price of per ton for liquid asphalt at the time of bid opening. If any increase or decrease in liquid asphalt occurs from our supplier before the actual work commences on the project, the contractor will adjust the unit pricing accordingly to reflect that increase or decrease.

RENTING EQUIPMENT

Prices for hourly rental of work-related machinery, operator and fuel are called for in anticipation of unforeseen circumstances that may arise necessitating the use of special

equipment to work in conjunction with Town forces. Such rentals are not to be included with Unit Bid Prices that total into the Award amount.

DIRECTION AND OVERSIGHT OF THE WORK

All supervision and direction of the Work, all authorizations of variance from specifications, and all field decisions of the Town shall be communicated to the Contractor by the DPW Agent, also referred to as the “Town”.

MISCELLANEOUS PROVISIONS

The Town will pay for police traffic safety and fire details that may be required.

The Contractor will make every effort to avoid damaging abutting property. The Contractor will restore such property damaged by his equipment or personnel to its pre-damage condition, or if so determined by the Town, restoration will be done by others at the Contractor’s expense.

¹The “DPW Agent” is the person authorized to act on behalf of the Town in relation to the performance of work subject to this specification. Such person(s) may vary in name and title from day to day, but shall always be whoever is designated by the Public Works department head and made known to the Contractor.

WORK SPECIFICATIONS

LOCATION OF PROJECT

The work to be performed is located in various areas throughout the Town of Wilmington including roadways, municipal parking lots, sidewalks, and other town property.

SCOPE OF WORK

The work under this contract consists of furnishing all necessary labor, materials, equipment and services to complete roadway, sidewalk, and pavement improvements, as needed. Work includes, but is not limited to mobilization; pavement reclamation; grading and/or relocating sections of existing roadway; earth excavation; installing, adjusting, and/or remodeling drainage, sewer & water structures; installation of bituminous concrete pavement, berm, sidewalks; installation of concrete sidewalks; line painting; crack sealing; landscaping; and other miscellaneous and incidental work items necessary to complete the work.

All materials and work under this contract shall be in conformance with the latest Editions of:

- Massachusetts Department of Transportation’s (MassDOT) Standard Specifications for Highway and Bridges, Supplemental Specifications, and Standard Special Provisions (Section numbers below refer to latest edition of MassDOT Standard Specifications for Highways and Bridges)

- Construction and Traffic Standard Details
- The Manual on Uniform Traffic Control Devices latest edition
- Massachusetts Department of Transportation's (MassDOT) Wheel Chair Ramp Standard
- The American Water Works Association's Standard for the Installation of Ductile-Iron Water Mains and Their Appurtenances
- The Standard Drawings for Signs and Support
- *and* the following **Special Provisions** contained herein and MassDOT Construction Details for Handicap Ramps and Bituminous Concrete Berm.

SPECIAL PROVISIONS

DIVISION 1 – GENERAL REQUIREMENTS AND COVENANTS

SUBSECTION 5.07 CONSTRUCTION (STAKES) STAKINGS

Add the following at the end of this subsection:

The Town will furnish general benchmark control for the project.

The Contractor, at his/her own expense, will furnish the following survey work:

- A. Establishment of base lines or centerlines of construction for main roadways, ramp service roads, side streets and other major dry land items. Reproduction of base lines and centerlines, or lines offset to them when roadway cuts and fills have been completed. Levels may be taken on the points marking these lines.
- B. Original grade stakes at 50' intervals giving finished grades as per plan.
- C. Preliminary and final surveys of pits (if borrow is paid by pit measure) and dredging areas, semifinal cross sections on ledge, peat, loam, etc.
- D. Control for structures, which shall consist of range lines on centerline of bearings or centerline of piers, face of abutments and wingwalls, horizontal and vertical control for beam seats, along with benchmarks close to structures for vertical control. Structures shall include but shall not be limited to bridges, culverts, dams, buildings and walls.
- E. Control for alignment of curbing or edging on ramps and at other complicated locations.
- F. Bound points and sideline stakes.
- G. All necessary stakes for pipes and head walls, and establish all catch basin and manhole locations as to line and grade.

The Contractor shall employ qualified engineering personnel to insure adequate control and set stakes of the quality used by the Department for control staking. Rough stakes may be used to denote top and bottom of slopes, edge of pavement, gutter lines, etc.

The Contractor shall furnish and set, at his/her own expense, all stakes (such as batter boards, slope stakes, pins, offset stakes, etc.) required for the construction operations and he shall be solely responsible for the accuracy of the line and grade of all features of his/her work.

The Contractor shall be held responsible for the preservation of all stakes and marks. IF any of such stakes or marks are disturbed or destroyed, the cost of replacing them shall be at the Contractor's expense.

SPECIAL PROVISIONS

DIVISION II – CONSTRUCTION DETAILS

SECTION 101 CLEARING AND GRUBBING

SUBSECTION 101.61 CLEARING AND GRUBBING

Add the following at the end of this subsection:

The Contractor may use any equipment, materials or labor as he deems necessary, with no additional measurement or payment to be made.

SUBSECTION 101.81 BASIS OF PAYMENT

Add the following at the end of this subsection:

There shall be no separate payment for clearing and grubbing, payment for such work shall be included in Item 120, Earth Excavation.

SECTION 120 EXCAVATION

SUBSECTION 120.20 GENERAL

Delete the second paragraph and add the following at the end of the subsection:

Materials from all classes of excavation which are unsuitable, and any surplus of suitable materials remaining after completing the formation of embankments, shoulders, approaches, widening of roadway or embankment slopes as directed or backfilling, shall be known as waste and such materials shall become the property of the Contractor and shall be transported and disposed of by the Contractor at an approved location outside the municipality at his/her responsibility and expense, unless otherwise directed. In the event the Engineer directs otherwise, the material shall be the property of the town and shall be transported and disposed of by the Contractor at no additional cost to a location owned by the municipality at the direction of the Engineer. Waste material shall not be disposed of in the flood channel areas of any stream.

SUBSECTION 120.21 EARTH EXCAVATION

Add the following at the end of the second paragraph:

Earth excavation shall also include as incidental to the general work, the removal and disposal of structures, pipes, gate boxes, service boxes, fences, or other items not paid for separately within the contract.

SUBSECTION 120.66 ASPHALT PAVEMENT EXCAVATION BY COLD PLANER

Add the following to the end of the subsection:

Keyways shall transition from a reveal of 1 ½" to 0" and have a width varying between 4' to 10' as directed by the resident engineer. Keyways shall be cut after binder course is laid.

The Town will have the first right of refusal for excess milled, scarified, or reclaimed material and the contractor shall deliver the material to an offsite location within Wilmington at no additional cost. If refused by the Town, the material will become the property of the contractor and will be disposed of offsite. The Contractor will be responsible for damage to existing castings resulting from his operation unless such castings (water gates e.g.) have previously been paved over and are therefore not visible on surface.

SUBSECTION 120.82 PAYMENT ITEMS

Add the following payment item in numerical order:

ITEM 120.1 Earth Excavation (Removal, Transportation & Disposal within municipality at directed location) Cubic Yard.

ITEM 129.1 Asphalt Pavement Excavation by Cold Planer (Keyways) Square Yard

Insert the following new section in numerical order:

SECTION 130 STREET SWEEPING

DESCRIPTION

SUBSECTION 130.20 GENERAL

Street sweeping shall be by mechanical street sweeper vehicle to clear the paved surface of all debris, to the extent as determined by the Engineer.

CONSTRUCTION METHODS

SUBSECTION 130.60 GENERAL

The timing of the street sweeping operation should be such that the road remains sufficiently clean between the completion of the sweeping and the start of any reclamation and/or repaving. Should the Engineer decide that the road surface requires additional sweeping, no additional compensation shall be offered the Contractor to complete this process.

No additional compensation will be allowed when street sweeping operations are used as a means of clearing off and/or exposing areas of pavement covered with vegetation or debris.

ROADWAY MANAGEMENT: BITUMINOUS PAVING AND RELATED WORK

SUBSECTION 130.61 DISPOSAL

All material collected from the street sweeping process shall be disposed of by the contractor outside and away from the limits of the project with no additional measurement or payment to be made, unless the TOWN decides to keep the material (also at no additional cost).

COMPENSATION

SUBSECTION 130.81 BASIS OF PAYMENT

There shall be no separate payment for street sweeping. Payment for such work shall be included in the various hot mix asphalt items.

SECTION 140 EXCAVATION FOR STRUCTURES

SUBSECTION 140.62 CLASS B ROCK EXCAVATION

Add the following at the end of this subsection:

The Contractor shall conduct his operations so that no disturbance or damage shall be done to utilities, wells, equipment, buildings or structures, and shall be fully responsible for determining the methods and controls necessary to do so.

If blasting is used for rock excavation, the following requirements shall be adhered to:

1. The Contractor shall conduct a preconstruction survey prior to the start of any test blasting or blasting. The Contractor shall engage the services of a recognized and acceptable vibration/blasting consultant and other experts, who shall have a minimum of 10 years experience in their specialty, to conduct a preconstruction survey. The preconstruction survey shall be made of all properties, buildings, and other structures and utilities within 100 ft. of the centerline of the trench, where blasting is used. As a minimum, six 8 inch by 10 inch glossy color photographs shall be taken by a professional photographer of each structure in the preconstruction survey area. Three copies of each photograph shall be submitted to the Engineer 21 days prior to the start of any blasting work.
2. Prior to production blasting, the Contractor shall employ an acceptable, independent, vibration/blasting consultant to conduct test blasting to develop control procedures for production blasting so that no disturbance or damage shall be done. The vibration/blasting consultant shall be a Registered Professional Engineer in the Commonwealth of Massachusetts and shall have a minimum of 10 years experience as a vibration/blasting consultant. The Contractor shall submit the name of the vibration/blasting consultant to the Engineer prior to starting the work.
3. Based on the results of the test blasting, the vibration/blasting consultant shall develop a suitable blasting program and distance-quantity of explosive tables for the production blasting. The blasting program and the distance-quantity tables shall be submitted to the Engineer 21 days prior to the commencement of production blasting. All production blasting operations shall be in accordance with the blasting program.
4. The vibration/blasting consultant shall also perform continuous monitoring of all blasting operations. Blasting shall be monitored with a minimum of two 3 component seismometers that record the entire particle velocity wave train and not just peak velocities. Accurate, legible seismometer records of all monitored blasts shall be obtained and one copy of all blast records shall be submitted to the Engineer within 7 days after blasting. Peak particle velocities exceeding 2 inch per second a distance of 50 feet from the centerline of the trench will not be permitted.

If evidence of disturbance or damage to any utility, well, equipment, building, or structure is observed or reported to the Contractor, he shall immediately notify the Engineer, and all blasting operations shall be discontinued, and the Contractor's vibration/blasting consultant shall recommend revised blasting procedures. Blasting may then continue following revised blasting procedures.

The Contractor shall be fully responsible for the restoration or replacement of all utilities, wells, equipment, buildings, or structures damaged by his operations at no cost to the Owner.

A Town Fire Detail shall be present on site during all blasting operations, as well as any time explosives are on site, as stated in Subsection 850.38

SUBSECTION 140.81 BASIS OF PAYMENT

Add the following at the end of the 11th paragraph of this subsection:

The minimum bid for Class B Rock Excavation shall be \$35.00 per cubic yard and shall be considered full compensation for all work associated with Class B Rock Excavation, including pre-construction survey and monitoring program, blasting and all other work associated with the excavation and disposal of the rock.

SECTION 150 EMBANKMENT

SUBSECTION 150.64 BACKFILLING FOR STRUCTURES AND PIPES, (A. GENERAL)

Replace the 2nd sentence of this subsection with the following:

When suitable backfill material cannot be obtained from excavation, gravel borrow shall be used.

SUBSECTION 150.64 BACKFILLING FOR STRUCTURES AND PIPES, (C. PIPES)

Replace the last paragraph of this subsection with the following:

In all cases the filling material shall be thoroughly compacted by means of a mechanical compactor. In addition, compaction testing will be done by the Town on each 6 inch lift with a minimum compaction of 95% of dry soil density based on ASTM D1557 Modified Proctor Analysis. Said testing will be done by nuclear densometer in accordance with ASTM D2922.

The Town shall cover all costs associated with the actual testing of the material. No compensation shall be made for any delays due to compaction testing.

SUBSECTION 150.80 METHOD OF MEASUREMENT

Add the following after the 9th paragraph of this section:

Crushed Stone (3/4”) when used for pipe bedding shall be included in the item price for the associated pipe, with no separate measurement or payment.

Insert the following new section in numerical order:

SECTION 153 CONTROLLED DENSITY FILL

SUBSECTION 153.20 GENERAL

Excavatable Controlled Density Fill (CDF) shall be used as backfill material in utility trenches, abandoned structures and other locations as determined by the Engineer.

SUBSECTION 153.40 MATERIALS

Materials shall meet the requirements specified in the following subsection of Division III, Materials: Controlled Density Fill, Type 2E M4.08.0.

SUBSECTION 153.60 CONSTRUCTION METHODS

Controlled Density Fill shall be placed in a manner such that no damage will occur to utility lines, pipes or structures. The material shall be placed so that no voids are left upon completion of the backfilling process.

SUBSECTION 153.80 METHOD OF MEASUREMENT

Controlled Density Fill shall be measured in place by the cubic yard.

SUBSECTION 153.81 BASIS OF PAYMENT

Payment for Controlled Density Fill will be paid for at the contract price per cubic yard. No additional compensation shall be offered for material placed beyond the limits of excavation as shown in the plans or as determined by the Engineer.

SUBSECTION 153.82 PAYMENT ITEMS

ITEM 153	Controlled Density Fill – Excavatable	Cubic Yard
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Insert the following new section in numerical order:

SECTION 187 REMOVAL AND DISPOSAL OF DRAINAGE STRUCTURE SEDIMENTS

SUBSECTION 187.60 CONSTRUCTION METHODS

The cast hood shall be removed from all catch basins so equipped, prior to cleaning.

Hydraulic lift trucks shall be used during drainage structure cleaning operations so that the material can be decanted at the site. After material from several drainage structures along the same system is loaded onto the truck, the truck should be elevated so any free flowing liquid may drain back into the drainage structure. Material must arrive at the facility sufficiently dry to pass the Paint Filter Liquids Test (or no liquid drips from it when a handful is taken and squeezed).

All material removed from drainage structures shall be properly handled and disposed of by the Contractor, and this must be done in accordance with all Massachusetts Department of Environmental Protection (DEP) Regulations, policies, and guidance. The responsibility for proper handling and disposal of this material shall be solely the Contractor's.

Material removed from the drainage structures shall be transported immediately to the place of disposal in machines or trucks that will not spill the material along the roadway. Any material falling onto the roadway shall be removed at the Contractor's own expense.

Catch basin cleanings are classified as solid waste by the DEP and may be disposed of at any landfill that is permitted by DEP to accept solid waste. Materials containing free-flowing liquids are prohibited from being accepted at landfills. The DEP encourages the beneficial reuse of this material whenever possible; however, use not in accordance with DEP determination, or disposal or use as fill in an unapproved location is not acceptable.

NOTE: It is anticipated that most, if not all, of the material will be landfilled, therefore the Contractor should be aware that many landfills may require testing and analysis of the material prior to accepting it for disposal at the facility. The Contractor should take this into consideration in preparing the bid.

SUBSECTION 187.80 METHOD OF MEASUREMENT

Material removed and that is to be transported to an approved facility, will be measured for payment in the hydraulic lift truck, after decanting.

SUBSECTION 187.81 BASIS OF PAYMENT

Excavated material will be paid for at the contract unit price per cubic yard for removal and disposal of drainage structure sediments, which price shall include the cost of removal, delivery and disposal at an approved landfill, disposal facility or recycling facility, the cost for approvals, permits, testing, transportation, and other incidental expenses.

SUBSECTION 187.82 PAYMENT ITEMS

ITEM 187.3 Removal and Disposal of Drainage Structure Sediments Cubic Yard

SECTION 201 BASINS, MANHOLES AND INLETS

SUBSECTION 201.40 GENERAL

Add the following at the end of this subsection:

Clay brick conforming to Section M4.05.2 of the Standard Specifications shall be used to adjust all manholes and catch basin frames and grates or covers to grade. For sewer manholes, Grade SS bricks shall be used for sewer inverts and shelves. Grade MS bricks shall be used for other locations.

Castings shall be as follows, or as directed by the Engineer:

1. Frames and Grates shall be Catalog #LF 245 as manufactured by E.L. LeBaron Foundry Co., 14 East Union St., Brockton, MA 02403, or approved equal.
2. Drain and sewer manhole frames and covers shall be Catalog #LK 110 as manufactured by E.L. LeBaron Foundry Co., 14 East Union St., Brockton, MA 02403, or approved equal with "DRAIN" or "SEWER" cast into cover as appropriate.
3. All Castings shall be Cast Iron minimum class 25, conforming to ASTM A48 (ASTM A48-76 for sewer), capable of withstanding AASHTO H-20 loading.

All exterior surfaces of manhole brickwork shall be plastered with cement mortar.

Leaching basins shall be pre-cast concrete structures as approved by the Engineer.

SUBSECTION 201.60 GENERAL

Add the following at the end of this subsection:

Structures may be required to be built on (connected to) existing lines. Work may include, but is not limited to, excavation around existing pipe, removal/trimming existing pipe to inside face of structure, building new structure around existing pipes (including base and 4' sump), and backfilling/compacting around structure.

The limits of the excavation shall be sawcut or milled full depth through all existing pavement prior to any excavation for structure placement.

SUBSECTION 201.62 LAYING BRICKS AND BLOCKS

Add the following at the end of this subsection:

A minimum of 2 courses of brick shall be used to set frames on all manholes, catch basin and leaching basins. All materials dropped into sumps must be cleaned out by the contractor to the satisfaction of the Town, with no additional cost to the Town.

SUBSECTION 201.63 PLACING CASTINGS

Add the following at the end of this subsection:

All three-flanged rectangular frames shall be placed as described above. The side of the casting without a flange shall be filled in with bricks and mortar or steel plates sufficient to cover any opening in the structure or as directed by the Engineer. Said work shall be considered incidental to Item 220, Drainage Structure Adjusted with no additional measurement or payment to be made.

Add the following new subsection:

SUBSECTION 201.66 LEACHING BASINS

Leaching basins shall be constructed with 4-foot sumps and shall be surrounded by 2 feet of crushed stone. Filter fabric shall line the entire excavation for the leaching basin up to the existing surface.

SUBSECTION 201.80 METHOD OF MEASUREMENT

Replace the first two paragraphs of this section with the following:

Measurement for catch basins, leaching basins, manholes and drop inlets shall be measured as complete units regardless of depth.

All cement blocks, filter fabric and stone associated with the construction of leaching basins shall be considered incidental to the cost of the leaching basin with no additional measurement or payment.

Sawcutting or milling of existing pavement to the excavation limits for structure placement shall be considered incidental to the cost of associated items, with no additional measurement or payment.

SUBSECTION 201.81 BASIS OF PAYMENT

Add the following at the end of this subsection:

All costs associated with construction of catch basins saddling existing drainage lines shall be included in the unit price per catch basin.

SECTION 230 CULVERTS, STORM DRAINS AND SEWER PIPES

SUBSECTION 230.60 CONSTRUCTION METHODS – GENERAL

Add the following at the end of this subsection:

For all pipes, including services, the limits of the trench shall be sawcut or milled full depth through all existing layers of pavement prior to any excavation for pipe placement.

Add the following new subsection:

SUBSECTION 230.65 UTILITY WARNING AND IDENTIFICATION TAPE

Buried Utility Warning and Identification Tape shall be placed at locations as directed by the Engineer. Said warning tape shall be made of plastic backed aluminum foil tape or detectable magnetic plastic tape with a minimum width of 3 inches. It shall be color coded and labeled continually along entire length of the tape in bold black letters for the appropriate utility and detectable by an electronic detection instrument. The markings on the tape should be permanent and unaffected by moisture or light.

Buried Utility Warning and Identification Tape shall be considered incidental to the work being done and no additional compensation will be offered for this item.

SUBSECTION 230.80 METHOD OF MEASUREMENT

Add the following at the end of this subsection:

The placement of pipe bedding shall be considered incidental to the placement of associated pipe, with no separate measurement or payment.

Sawcutting or milling of existing pavement to the excavation limits for pipe placement shall be considered incidental to the cost of associated items, with no additional measurement or payment.

SUBSECTION 230.81 BASIS OF PAYMENT

Revise 6th sentence to read as follows:

Backfill to replace material removed under Class B Trench Excavation for sewer or drain pipe shall be ¾" crushed stone for drainage as specified in Section 150.

SECTION 301 WATER SYSTEMS

SUBSECTION 301.60, PART F. REMOVAL OF CASTINGS

Insert the word "disposed," after the word "reset."

Add this new subsection:

SUBSECTION 301.61 GAS GATES

It shall be the sole responsibility of the Contractor to coordinate with the Gas Utility Company to have any and all gas gates adjusted to the proper grades or as directed by the Engineer. Unless otherwise directed by the Utility, it shall be the responsibility of the Utility Company to adjust said gates. In any case, however, no measurement or payment will be made for any gas gates adjusted by the Contractor.

SUBSECTION 301.80 METHOD OF MEASUREMENT

Add the following at the end of this subsection:

Measurement of water gate boxes adjusted shall include all risers as necessary, up to a length of 12 inches. All gates damaged by the Contractor shall be repaired by the Contractor, and all material and sediment dropped into the gate during operations must be removed by the Contractor to the satisfaction of the Town with no additional cost to the Town.

SUBSECTION 301.81 BASIS OF PAYMENT

Add the following at the end of this subsection:

All risers up to a length of 12 inches shall be considered incidental to the contract unit price for gate boxes adjusted, with no additional measurement or payment.

SECTION 402 DENSE GRADED CRUSHED STONE FOR SUB-BASE

SUBSECTION 402.20 GENERAL

Add the following:

Dense Graded Crushed Stone for Shoulders shall consist of crusher-run coarse aggregates of crushed stone or gravel and fine aggregates of natural sand or stone screenings uniformly pre-mixed and placed on the shoulders at locations directed by the Engineer.

SUBSECTION 402.61 SPREADING AND COMPACTING

Add the following at the end of this subsection:

The overall depth of the Gravel for Base Course layer shall be no less than 8 inches after compaction.

SUBSECTION 402.80 METHOD OF MEASUREMENT

Add the following at the end of this Subsection:

Dense Graded Crushed Stone for Shoulders shall be measured in place as directed by the Engineer, with no percentage added.

SUBSECTION 402.81 BASIS OF PAYMENT

Dense Graded Crushed Stone for Shoulders will be paid for at the contract unit price per cubic yard complete in place.

SUBSECTION 402.82 PAYMENT ITEMS

Add the following payment item in numerical order:

ITEM 402.12 Dense Graded Crushed Stone for Shoulders Cubic Yard

SECTION 403 RECLAIMED BASE COURSE AND/OR SUB-BASE

Replace the entire section with the following:

SUBSECTION 403.20 GENERAL

The work under this item shall conform to the relevant provisions of Section 403 of the Standard Specifications and the following:

The work shall include the pulverizing of the existing pavement, the blending of the pulverized material with the existing underlying base material, the spraying of liquid calcium chloride on the blended materials, the adding and the blending of additional granular material as needed to provide for the homogeneous base course meeting prescribed gradations, the grading and the compacting the blended material to the lines and grades as shown on the plans and as directed by the Engineer, and the application of a final spray coat of liquid calcium chloride to the finished base course.

The work shall also include screening or other approved methods to remove oversized stones and the addition and mixing of additional granular material and bitumen into the blended material as necessary to bring the final reclaimed base course material into conformance with the specified gradation.

SUBSECTION 403.40 MATERIALS

All reclaimed material shall conform to the requirements of Subsection M1.11.0 of Division 111, Materials.

Aggregate for Crushed Stone for Blending, used to correct gradation deficiencies shall conform to the requirements of Subsections M2.0 1.0 to M2.01.6 of Division III, Materials.

Aggregate for Dense Graded Crushed Stone for Sub-base shall conform to the requirements of Subsection M2.01.7 of Division 111, Materials.

The blended base course shall be thoroughly mixed to a uniform gradation. If the blended material does not conform to the specified gradation, the Contractor shall furnish and mix additional granular material into the blended material to bring it into conformance, as directed by the Engineer.

Sampling and Testing

The Contractor shall be responsible for all sampling, testing, and analysis of materials associated with this item of work for the purposes of determining the material's existing and finished properties and characteristics as they may pertain to the specifications stated for this item of work. The Contractor shall employ a certified soils testing lab, subject to the approval of the Engineer, to perform the sampling, testing, and analysis. The Engineer shall specify the location of all test pits – at a minimum spacing of 500 feet. The results of the analysis shall be submitted to the Engineer for review and approval prior to the commencement of the dependent, respective activity of work. Any gradation deficiencies in the sampled materials, as indicated by the test results, shall be corrected by blending the appropriate aggregate size(s) into the mixture.

SUBSECTION 403.60 CONSTRUCTION METHODS

Reclaiming operations shall not be permitted when the existing pavement of sub-base contains frost, when the sub-base is excessively wet as determined by the Engineer, not when the air or surface temperature is below 40° F.

Reclaiming operations shall not commence before April 15 and shall terminate on or before November 15 unless otherwise approved in writing by the Engineer.

Prior to the start of reclaiming operations, the Contractor shall locate and protect existing drainage and utility structures and underground pipes, culverts, conduits and other appurtenances.

The limit of each sequence of the reclamation process shall be 1.0 miles full width or as directed by the Engineer in order that the placing of pavement structure, up to the binder course, will be completed before beginning the next sequence of roadway reclamation work.

The Contractor shall be responsible for all testing and sampling of reclaimed materials associated with this work as specified hereafter. A certified soil-testing laboratory, approved by the Engineer shall do all testing of material samples.

Equipment

The recycling equipment shall have a positive depth control to insure a uniform depth of processing. This equipment shall have the ability to process the complete design depth specified into a homogeneous mass. It shall also be capable of crushing all oversize material encountered except ledge, or boulders larger than 8 inches in diameter.

A minimum of fourteen (14) calendar days prior to the proposed start of work, the Contractor shall submit in writing to the Engineer for approval, a description of the specific equipment and construction methods to be used in performing the work. The Contractor will be required to demonstrate, to the Engineer, the ability of the work crew and equipment to produce reclaimed material conforming to specifications at a rate of production consistent with the time allowed under the Contract. A test section shall be constructed approximately 500 feet long and one lane wide, and be located within the project limits at a location determined by the Engineer. The forward speed and processing direction (e.g., up cutting vs, down cutting) of the recycling equipment shall be recorded during construction of the test section. Representative samples of the reclaimed material shall be taken from this test section by the Contractor for analysis as directed by the Engineer. full-scale production will not be allowed to commence until the Engineer has reviewed the test results and gives written approval of the equipment and construction methods used in the construction of the test strip.

Failure to meet gradation requirements or an insufficient production rate may be considered cause for rejection of the equipment, the construction methods, or both. The Contractor must then submit, in writing, the proposed changes in equipment and/or construction methods and either construct another test section or reconstruct the original section, as determined by the

Engineer. This procedure may be repeated until acceptable results are obtained, at no additional compensation.

Otherwise, a failure to meet gradation requirements due to improper equipment or construction methods shall not constitute a reason for any additional compensation for the import and blending of any aggregate to meet the deficiencies.

Approval of equipment includes the speed and processing direction it was operated at during the construction of the test section. Therefore, the same operating speed and processing direction must be maintained during normal production. Changes in the equipment's operating speed and/or processing direction may only be made with the Engineer's written approval.

At least one vibratory roller shall be used on each reclaimed surface, and shall have a compacting width of not less than 5 feet. Each roller shall have a gross mass of not less than 16 tons.

Approved equipment shall be maintained in satisfactory working condition at all times.

Access to Area Abutters

Access to abutting properties shall be maintained at all times in accordance with the Standard Specifications, and Special Provisions located in the forward sections of this document.

Coordination

The proposed drainage and other subsurface utility improvements shall be constructed prior to the pavement reclamation work. The Contractor shall excavate all trenches in such a way as to maintain the roadway pavement and base material separate from the underlying soils. The roadway pavement and base materials shall be placed on the top of the trench during backfilling operations in preparation for the reclamation process.

If the Engineer determines that unsuitable material has been placed in the upper portion of the trench within the proposed reclamation depth, the Contractor shall remove this material and replace it with gravel borrow at no additional compensation.

Structure Lowering and Raising

All work shall be done in accordance with the applicable provisions of Section 220 and Section 301.

All drainage, utility, and municipality structures are to be referenced and lowered to a minimum depth 6 inches below the bottom of the proposed reclaimed base course. Lowered structures shall be covered with steel plates conforming to the requirements in Subsection 7.09. The voids remaining after the structures have been lowered are to be filled with a suitable material as determined by the Engineer. The Contractor will be responsible for the coordination with the

respective utility companies for the lowering and raising of privately owned structures and gate boxes. The reclaiming operation shall not begin until all structures and boxes are lowered.

It shall be the Contractor's responsibility to maintain drainage functioning properly in the areas under construction up to the time when the final system is put into use. All structures lowered will be raised to the binder grade elevation upon placement of the binder course material for that section. Adjustment of the castings to final grade will not be allowed until the engineer approves the placement of bituminous concrete top course material throughout the project.

In all cases where structures are raised or lowered, it shall be the Contractor's responsibility to keep the inside of active structures and gate boxes clean and free from debris, and the Contractor must vacuum out any foreign debris which has fallen into the structure or gate box as a result of the raising or lowering operation, at the request of the Town, at no additional cost to the Town.

Adjustment of Structures & Gates

The work shall consist of rebuilding, removing, replacing and adjusting the masonry and castings of present structures (manholes, catch basins, gate boxes, etc.) as required, conforming to newly proposed line and grade changes, all in accordance with these specifications and in close conformity with the lines and grades shown on the plans or established by the Engineer. Payment shall be per structure, lowered, plated, and raised inclusive. All material and sediment dropped into structures from operations shall be removed by the Contractor at no additional cost to the Town.

In all cases where structures are raised or lowers, it shall be the Contractor's responsibility to keep the inside of active structures and gate boxes clean and free from debris, and the Contractor must vacuum out any foreign debris which has fallen into the structure or gate box as a result of the raising or lowering operation, at the request of the Town, at no additional cost to the Town.

Adjustments Greater than 6" Vertical

The price bid shall include the cost to lower and raise all structure castings. The structure shall be lowered to a depth of eighteen (18) inches or as sufficient to eliminate interference from the reclaimer. The structures shall be dismantled in a non-destructive manner and covered with a steel plate.

Adjustments Less than 6" Vertical

When the line or grade or both the line and grade of the structure changes by six inches or less, the structure shall be adjusted to line and grade. The masonry shall be removed to such depth as directed by the Engineer and new masonry shall be constructed to conform to the proposed design.

The work under this contract shall comply in all respects to Section 220, "Adjustment, Rebuilding, & Remodeling of Drainage Structures" and Section 301, "Water Systems" of the current Massachusetts Department of Transportation (MassDOT) "Standard Specifications for Highway and Bridges" and current supplements.

Reclaiming Operations

Prior to the start of reclamation, the existing pavement shall be swept with a power sweeper to remove all trash, sand, dirt, organic matter, and other undesirable material, to the satisfaction of the Engineer.

Also, the existing pavement shall be sawcut full depth within the areas where the adjacent surface is to be protected (curb, side streets, etc.) as shown on the plans and/or as directed by the Engineer. The price for sawcutting shall be incidental.

The Contractor shall reclaim only that area of pavement that can be processed and compacted by the end of the same working day, at which time it must be opened to traffic, with the Engineer's approval. In any section, reclamation work shall be done on one-half the road width at a time. One-way traffic will be allowed only during working hours with traffic police present. Two-way traffic shall be maintained at all other times. Suitable ramping shall be in place at the beginning and end of work zone to allow for smooth and safe travel. This shall be considered incidental to the work for this item. The required density shall be maintained until the bituminous concrete pavement has been placed. Any imperfections discovered prior to its placement shall be repaired, as directed by the Engineer, at no additional compensation.

The total thickness of the pavement structure, unless otherwise indicated, and uppermost portion of the sub-base layer shall be recycled to the design depth specified on the typical section(s). The Contractor shall perform a sieve analysis of the reclaimed material for every 5,000 square yards of material processed or as often as conditions may require as determined by the Engineer. These results shall be made available to the Engineer for review and approval. If conditions warrant, the Engineer may stop work until the required test results become available. If the engineer directs, due to gradation deficiencies in the existing materials as indicated by the test pits, the appropriate crushed stone aggregate size(s) shall be blended with the recycled material to produce a uniform mixture meeting the gradation requirements. Additionally, if the engineer directs, dense graded crushed stone shall be added for volume purposes.

Any required modifications to the remaining sub-base such as, but not limited to, cuts, fills, and grade realignment shall be made. Existing unsuitable material shall be removed to the lines and grades established by the Engineer and replaced with a suitable material, as determined by the Engineer. Existing surplus reclaimed material shall be used, when available, at no additional compensation.

Refer to Section 120, Excavation regarding unsuitable material and/or excess reclaimed material.

Compaction and Dust Control

The reclaimed material shall be rolled, compacted and fine graded to the specified cross section(s) and/or grades as shown or as established by the Engineer.

The reclaimed base course shall be tested for compaction and smoothness and accuracy of grade in accordance with the applicable provisions of Subsection 401.60. The required density shall be measured by a Nuclear Density Gauge. If any portions are found to be unacceptable by the Engineer, such portions shall be reprocessed, re-graded, and re-compacted until the required smoothness and accuracy are obtained.

At the end of each day's progress, the Contractor shall apply Calcium Chloride in accordance with the applicable provisions of Section 440. Water for roadway dust control shall be applied as directed by the Engineer.

A grader, roller and water wagon shall be maintained on the project site during the reclamation process. The Contractor shall submit to the Engineer, in writing, a twenty-four (24) hour availability telephone number for any emergency maintenance dictated by the weather conditions or as determined by the Engineer, for repair, compaction, and dust control.

SUBSECTION 403.80 METHOD OF MEASUREMENT

Reclaimed base course shall be measured for payment by the square yard of pre-reclamation pavement area hence reclaimed, complete in-place within the lines shown on the plans, or as directed by Engineer. No deductions will be made for surface structures. The lowering and the plating of gates and structures will be considered incidental to this item and no additional compensation will be allowed.

Structures raised from the plated depth to the bituminous concrete binder course elevation or to the bituminous concrete top course elevation (in one operation) shall be measured as a remodeled unit each, complete and approved.

Structures adjusted from the bituminous concrete binder course elevation to the bituminous concrete top course elevation shall be measured as an adjusted unit each, complete and approved.

Structures rebuilt shall be measured by the average height in vertical feet and hundredths of a foot from the bottom of the deterioration to the plated depth. Structures damaged below the plated depth, due to the Contractors negligence, shall be measured and deducted from the vertical foot measurement. Raising the structure from the plated depth will be measured as stated above for a remodeled unit.

SUBSECTION 403.81 BASIS OF PAYMENT

The accepted quantity of reclamation as measured above shall be paid for at the contract unit price bid per square yard. This unit price shall include all compensation for crushing, pulverizing, blending, spreading, grading, sawcutting the existing bituminous concrete at the direction of the Engineer, compacting, test section construction, blending with aggregate, moving the processed material to allow for modifications to the remaining sub-base and/or subgrade, moving reclaimed material from one location to another within the project and any incurred costs resulting from the Contractor's decision to process off site.

The unit price bid shall also include compensation for all costs associated with the removal of the castings and the referencing, lowering, and plating of the structures. It shall also include full compensation for all labor, tools, equipment, materials, and all incidental work necessary to complete the work as specified.

The removal of unsuitable material, surplus reclaimed material, or any sub-base/subgrade material necessary for grade changes shall be paid for at the contract price per cubic yard for Item 120 Earth Excavation or 120.1 Earth Excavation [Removal, Transportation & Disposal within municipality at directed location].

Grading and compacting the manufactured stabilized base course and the sub-base and/or subgrade resulting from the removal of unsuitable material shall be paid for at the contract unit price per square yard for Item 170, Fine Grading and Compacting – Subgrade Areas.

Adjustment of drainage structures shall be paid for at the contract unit price each for Items 220.1.1, Drainage Structures Adjusted greater than 6" vertical and 220.1.2, Drainage Structures Adjusted less than 6" vertical.

Rebuilding of drainage structures shall be paid for at the contract unit price per vertical foot for Item 220.2, Drainage Structure Rebuilt.

Raising of lowered drainage structures shall be paid for at the contract unit price each for Item 220.5, Drainage Structure Remodeled.

Adjustment of sanitary structures shall be paid for at the contract unit price each for Items 220.7.1, Sanitary Structures Adjusted greater than 6" vertical and 220.7.2, Sanitary Structures Adjusted less than 6: vertical.

Raising of lowered sanitary structures shall be paid for at the contract unit price each for Item 220.8, Sanitary Structure Remodeled.

Aggregate for providing added volume shall be paid for at the contract unit price per cubic yard for Item 402, Dense Graded Crushed Stone for Sub-base.

Aggregate to correct gradation deficiencies shall be paid for at the Contract unit price per ton for Item 403.1, Crushed Stone for Blending.

Calcium Chloride for dust control shall be paid for at the contract unit price per pound for Item 440, Calcium Chloride for Roadway Dust Control.

Water for dust control shall be paid for at the contract unit price per 1000 gallons for Item 443, Water for Roadway Dust Control.

SUBSECTION 403.82 PAYMENT ITEMS

ITEM 403. Reclaimed Base Course and/or Sub-Base Square Yard

ITEM 403.1 Crushed Stone for Blending Ton

Insert the following new section in numerical order

SECTION 442 LIQUID CALCIUM CHLORIDE FOR BLENDING

SUBSECTION 442.20 GENERAL

Liquid Calcium Chloride shall be used for blending into reclaimed base material as directed by the Engineer.

SUBSECTION 442.40 MATERIALS

The calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake calcium chloride. The calcium chloride shall meet the following material specifications (see ASTM Designation D98; AASHTO-M144).

Calcium Chloride	35% ± 1%
Alkali Chloride as NaCl	2% max.
Magnesium as MgCl	0.1%
Typical (in lbs. per gallon)	
Calcium Chloride	5.05
Sodium Chloride	0.2
Magnesium Chloride	0.004
Calcium Sulfate	0.004
Water	<u>6.002</u>
	11.26

SUBSECTION 442.60 CONSTRUCTION METHODS

The distributor for calcium shall be capable of applying liquid calcium chloride in accurately measured quantities at any rate between 0.1 to 2.0 gallons per square yard of roadway surface, at any length of spray bars up to 20 feet. The distributor shall be capable of maintaining a uniform rate of distribution of material regardless of change in grade, width or direction of the road. The distributor shall be equipped with a Digital Volumetric Accumulator capable of measuring gallons applied and distance traveled. The volume and measuring device shall be equipped with a power unit for the pump so that application is by pressure, not gravity. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of material throughout the entire length of the spray bar at all times while operating and shall be adjustable laterally and horizontally. The spray shall completely cover the roadway surface receiving the treatment.

After the first pulverization of the existing road pavement, one application of calcium chloride totaling 0.75 gallons per square yard shall be applied to the reclaimed material. The aggregate mass shall then be pulverized again to ensure proper asphalt, gravel and calcium chloride blending to the desired depth. Following base compaction, shaping, regrading and final compaction, a final capping of 0.25 gallons per square yard of calcium chloride shall be applied.

SUBSECTION 442.80 METHOD OF MEASUREMENT

Liquid Calcium Chloride for Blending shall be measured by the gallon used.

SUBSECTION 442.81 BASIS OF PAYMENT

Payment for Liquid Calcium Chloride for Blending shall be paid for at the contract unit price per gallon used. Payment will be for the actual quantity applied that is not to exceed the quantity as calculated based on the aforementioned application rates and surface applications area as shown on the plans or as determined by the Engineer.

SUBSECTION 442.82 PAYMENT ITEMS

ITEM 442.	Liquid Calcium Chloride for Blending	Gallon
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SECTION 460 HOT MIX ASPHALT PAVING

SUBSECTION 460.62 TACK COAT

Add the following at the end of this subsection

Tack coat and sand shall be applied to all joints composed of hot mix asphalt immediately after paving or as directed by the Engineer.

SUBSECTION 460.63 SPREADING AND FINISHING

Add the following at the end of this subsection

It should be noted that roads could require several lifts of leveling material in order to eliminate water problems in low spots prior to placing the top course of hot mix asphalt. The Contractor shall repair any areas collecting water that are determined to be the result of improper construction, grading, or pitching of hot mix material.

SUBSECTION 460.65 JOINTS

Insert the following after the 5th paragraph of this subsection

Paper joints shall be used when the road is not completed in its entirety. The joint shall be underlain with tarpaper and hot mix asphalt shall be placed on top next to the existing pavement. No joints shall be left at the intersections of roadways. Special care should be taken to leave any joints no less than twenty feet away from all radius points at intersections or as directed by the Engineer.

SUBSECTION 460.80 METHOD OF PAYMENT

Add the following at the end of this subsection

Tack coat and sand, when applied to joints in accordance with subsection 460.62, shall be considered incidental to Item 460, Hot Mix Asphalt, with no additional measurement or payment to be made.

SECTION 472 HOT MIX ASPHALT FOR MISCELLANEOUS WORK

SUBSECTION 472.60 CONSTRUCTION METHODS

Add the following at the end of this subsection

Patching

Patching is used to remove isolated failed areas of pavement & sub-base. Patching shall consist of neatly and squarely cutting existing pavement, removal and disposal of existing base to a depth of 12", installation of 12" of compacted gravel, paving with 2 ½" binder and 1/12" top, and sand sealing joints.

A paving machine shall be used in areas greater than six (6) feet wide.

Bituminous Concrete for Patching: All materials for bituminous concrete for patching as listed in Section 472 of the Standard Specifications shall conform to the requirements of Division III thereof, as applicable.

The mixture for pavement patching material shall conform to the requirements for "Patching Mix" in Table A of the job Mix Formula specified in Subsection M3.11.03 of Division III of the Standard Specifications.

Gravel Borrow: Gravel borrow for construction of gravel base shall conform to the requirements of Subsection M1.03.0 Type B of the Standard Specifications.

Patching without Gravel

Patching without gravel is used to remove isolated failed areas of pavement where the existing sub base is in adequate condition and will not be removed. Patching shall consist of neatly and squarely cutting existing pavement, removal and disposal of existing pavement, paving with 2 ½" binder and 1 ½" top, and sand sealing joints.

A paving machine shall be used in areas greater than six (6) feet wide.

Bituminous Concrete for Patching: All materials for bituminous concrete for patching as listed in Section 472 of the Standard Specifications shall conform to the requirements of Division III thereof, as applicable.

The mixture for pavement patching material shall conform to the requirements for "Patching Mix" in Table A of the job Mix Formula specified in Subsection M3.11.03 of Division III of the Standard Specifications.

Gravel for Patching

Gravel for Patching is used when the sub base required for patching is less than the 12" required in Item 11. Gravel for Patching shall consist of installation of 3" lifts of compacted gravel.

Gravel Borrow: Gravel borrow for construction of gravel base shall conform to the requirements of Subsection M1.03.0 Type B of the Standard specifications.

Grind and Inlay

The work to be done consists of excavating Bituminous Pavement by cold planer in designated areas to improve paved trenches and areas of disintegrating top coat, then replacing said areas with 1 ½ inch of new bituminous.

The cold planer shall be capable of planing both the bituminous pavements and cement concrete patches if the latter should be encountered in bituminous pavements. The cold planer shall be equipped with all necessary safety devices such as flashing lights and backup signal so as to operate in traffic with complete safety.

Contractor shall furnish auxiliary milling equipment for clean-up work along curbs and around casting. Work area will be left clean and free from debris at the end of each day. Prices quoted shall include milling, loading, trucking, sweeping and final clean-up.

The use of planing equipment mounted on pneumatic tires will be permitted only for clean-up work.

Milled material will become the property of the contractor and will be disposed of offsite. Depth of Planing cut will average 1 ½ to 2 inches. Contractor will be responsible for damage to existing castings resulting from his operation unless such castings (water gates e.g.) have previously been paved over and are therefore not visible on surface.

A paving machine shall be used in areas greater than six (6) feet wide.

Bituminous Concrete for Inlay: All bituminous concrete materials used for Grind and Inlay shall be the same as for patching, as listed in Section 472 of the Standard Specifications and shall conform to the requirements of Division III thereof, as applicable.

The mixture for pavement patching material used for Grind and Inlay shall conform to the requirements for "Patching Mix" in Table A of the job Mix Formula specified in Subsection M3.11.03 of Division III of the Standard Specifications.

SUBSECTION 472.80 METHOD OF PAYMENT

Add the following at the end of this subsection

All punch list items such as driveway aprons, berm pads, etc., must be completed two weeks after wearing course has been placed.

Sawcutting, jacking or milling of existing pavement to the excavation limits for patching shall be considered incidental to the cost of Item 472, Hot Mix Asphalt for Miscellaneous Work with no additional measurement or payment.

SUBSECTION 472.82 PAYMENT ITEMS

Add the following at the end of this subsection

Item 472.1	Patching	Square Yard
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Item 472.2	Patching without Gravel	Square Yard
Item 472.3	Patching with Gravel 3"	Square Yard
Item 472.4	Grind and Inlay	Square Yard

Insert the following new section in numerical order

SECTION 482 CRACK SEALING OF BITUMINOUS CONCRETE SURFACES

SUBSECTION 482.2 DESCRIPTION – GENERAL

The work covered by this section consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks in bituminous concrete pavements, including vegetation removal and sterilization of cracks where necessary.

SUBSECTION 482.40 MATERIALS – GENERAL

Crack Sealer shall be an asphalt-fiber compound designed specifically for improving strength and performance of the parent asphalt sealant.

- (a) Asphalt Sealant shall be AC-10 or AC-20 with a penetration of 75-100.
- (b) Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length	7 mm	0.28 inch
Diameter	0.02032 mm ±0.0025 mm	0.0008 inch ± 0.0001 inch
Specific Gravity	1.32 to 1.40	
Melt temperature	250 degrees C. minimum	480 degrees F. minimum
Ignition temperature	538 degrees C. minimum	1000 Degrees F. minimum
Tensile strength	517,107 kPa ± 35,000 kPa	75,000 PSI ± 5,000 PSI
Break elongation	33% ± 9% - they are fully drawn	

- (c) Black Beauty Boiler Slag (type used for sandblasting) shall be used for cover. Application shall be sufficient to prevent pickup of the completed application by traffic.

Asphalt fiber compound shall be mixed at a rate of 5-8% fiber weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to redistribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

CERTIFICATE OF MATERIAL COMPLIANCE

Manufacturer’s certificate of material compliance shall be furnished to the Town certifying conformance to the above material specifications.

SUBSECTION 482.60 CONSTRUCTION METHODS – GENERAL

EQUIPMENT

Equipment used in the performance of the work required shall be subject to the approval of the Engineer and maintained in a satisfactory working condition at all times. The equipment shall include the following:

- (a) Air Compressor shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. If the velocity of this unit is not sufficient to thoroughly clean the crack/joint, as determined by the Engineer, a Hot-Air-Lance must be used.
- (b) Hot-Air Lance shall operate at 2000 degrees F. at 2000 feet per second velocity.
- (c) Manually operated, gas powered air broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from the cracks.
- (d) Hand tools shall consist of broom, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish the work.
- (e) Melting Kettle: The unit used to melt the joint sealing compound shall be double boiler, indirect fired type. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600 degrees F. The kettle shall be equipped with a satisfactory means of agitating the joint mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermo-static control calibrated between 200 degrees F. and 550 degrees F.
- (f) Application Shoe shall be used according to sealers manufacturer's specifications. The Contractor shall have a range of shoe widths that will be used as directed by the Engineer. Compensation for the necessary changes of shoe width shall be included in the unit price bid per gallon.
- (g) Power Roller shall be used if deemed necessary by the Engineer, and shall be a minimum 7 ton rubber tired roller with sufficient water capacity to prevent adhesion of the joint sealing material to the roller.

PAVEMENT PREPARATION

- (a) Debris removal: All old material and other debris removed from the cracks shall be removed from pavement surface immediately by means of power sweepers or hand brooms or air brooms.
- (b) Vegetation: when cracks show evidence of vegetation, it shall be removed and sterilized by use of Propane Torch unit eliminating all vegetation, dirt, moisture, and seeds.
- (c) General: No crack sealing materials shall be applied to wet cracks or where frost, snow or ice is present, or when ambient temperature is below 40 degrees F.

PREPARATION OF SEALER

Joint sealing material shall be heated and applied at a temperature specified by the manufacturer and approved by the Engineer.

WORKMANSHIP

All workmanship shall be of the highest quality, and excess or spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced by the Contractor as required by the Engineer. Any failure due to pickup by traffic within 7 days shall be redone without additional measurement or payment.

PERFORMANCE

The Contractor MUST be able to certify that it has the ability and experience to perform the subject work and that it has sufficient capital and equipment to enable it to prosecute the work successfully and to complete it within the time named in the Contract. The Town reserves the right to reject any or all bids, or to award the contract, as deemed to be in the best interest of the Town.

SUBSECTION 482.80 METHOD OF MEASUREMENT

Measurement for this Contract shall be by the GALLON and shall be the actual number of GALLONS of sealer applied to the pavement. The Contractor and Engineer shall agree on specific methods for tracking quantities actually used on the project prior to the application of any product. No payment shall be made for excess product remaining in the kettle at the end of the day. The Contractor and Engineer shall agree upon the actual quantity used at the end of each shift, and shall document daily used quantity on duplicate forms, signed by both parties.

SUBSECTION 482.81 BASIS OF PAYMENT

Payment shall be at the Contract unit price bid per GALLON of sealant applied to the pavement. Payment shall include the cost of all materials, labor, tools and equipment, and incidental work necessary to complete the work of this project.

Insert the following new section in numerical order

SECTION 483 SAWING PAVEMENT AND SIDEWALK JOINTS

SUBSECTION 483.20 GENERAL

The work under this item shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following:

The work shall include the sawcutting of existing hot mix asphalt and cement concrete pavements and sidewalks where shown on the plans, and as directed by the Engineer.

All edges of excavations made in existing pavements and sidewalks shall be squared by sawcutting with power driven tools to provide a neat, clean edge for joining new pavement or sidewalks. Sawcut equipment shall be approved by the Engineer prior to commencing work.

The existing pavement shall be sawcut through its full depth, to provide a uniform, vertical surface for the proposed pavement joint with the existing pavement. In areas where an existing sidewalk abuts a building, wall or storefront and is to be reconstructed, the existing sidewalk shall be sawcut a minimum of 6" from the building, wall or storefront unless otherwise directed by the Engineer.

Sawcut edges which become broken, ragged or undermined as a result of the Contractor's operations shall be re-sawcut prior to the placement of abutting proposed pavement at no additional cost to the Owner.

Sawcut surfaces shall be treated as specified in accordance with Subsection 460.65 of the Standard Specifications or as directed by the Engineer.

SUBSECTION 483.81 BASIS OF PAYMENT

Sawcuts shall be made in the existing pavement in areas of drainage structure work, curb resetting and as directed by the Engineer. Payment for this work shall be included in the unit price under the applicable items that require sawcutting.

Sawing pavements and sidewalks will be paid for at the Contract unit price per linear foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

SUBSECTION 483.82 PAYMENT ITEMS

ITEM 483.5	Sawing Pavement and Sidewalk Joints	Linear Foot
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SECTION 501 CURB, CURB INLETS, CURB CORNERS AND EDGING

SUBSECTION 501.64 BITUMINOUS CONCRETE CURB

Add the following at the end of this subsection

Bituminous concrete curb work shall include both new curb work and repair of damaged bituminous curbing throughout Town.

SECTION 701 SIDEWALKS, WHEELCHAIR RAMPS AND DRIVEWAYS

SUBSECTION 701.20 GENERAL

Add the following at the end of this subsection

Contractors shall establish grade elevations at all wheelchair ramp locations, and shall set transition lengths according to the appropriate table in the Construction Standards. All wheelchair ramp joints and transition sections that define grade changes shall be formed, staked, and checked prior to placing cement concrete. All grade changes are to be made at joints.

The Contractor is responsible for constructing all relative work to restrict adherence with the requirements of MassDOT, and the Massachusetts Architectural Access Board. Detectable Warning Panels shall be installed on all wheelchair ramps as shown in the Construction Standards.

All items in Sections 701 and 702 shall include fine grading.

SUBSECTION 701.60 GENERAL

Add the following at the end of this subsection

Existing sidewalks shall be excavated and disposed of to make room for new sidewalks as directed by the Engineer. Existing sidewalks shall be excavated to a depth to suitable material. The amount of sidewalk excavation is to be determined in the field. The Contractor is responsible to dispose of the excess material.

SUBSECTION 701.63 BITUMINOUS CONCRETE DRIVEWAYS

Add the following at the end of this subsection

Existing sidewalks and aprons shall be excavated and disposed of to make room for new sidewalks as directed by the Engineer. Existing sidewalks shall be excavated to a depth to suitable material. The amount of sidewalk excavation is to be determined in the field. The Contractor is responsible to dispose of the excess material.

Handwork – Work will include constructing driveway aprons, driveway sections, sidewalk sections, and other areas as directed by the Engineer. No additional compensation will be made for cutting existing pavement in order to provide a clean match line.

SUBSECTION 701.82 PAYMENT ITEMS

SUBSECTION 701.80 METHOD OF PAYMENT

Add the following at the end of this subsection

Handwork will be measured by the ton.

SUBSECTION 701.81 BASIS OF PAYMENT

Add the following at the end of this subsection

Payment for Detectable Warning Panels shall be considered incidental to the construction of the wheelchair ramps or sidewalks in which they are being installed.

Payment for handwork will be paid for at the Contract price per ton under Item 703, Bituminous Concrete Driveway [Handwork].

SECTION 850 TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE OPERATIONS**SUBSECTION 850.21 SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS**

Add the following at the end of this subsection

Payment for safety controls for construction operations shall be considered incidental to the contract and the costs included in the unit bid price for those items requiring such controls Item 851 is not included in this contract.

SUBSECTION 850.22 SAFETY SIGNING FOR CONSTRUCTION OPERATIONS

Add the following at the end of this subsection

Safety signage for Construction Operations shall be considered incidental to the work and may also include, but is not limited to, the following signs, mounted temporarily on their own posts or stands, as directed by the Engineer, as required for detour work:

DESIGNATION	SIZE	SIGN WORDING
M4-9L	30" x 24"	← DETOUR
M4-9R	30" x 24"	DETOUR →

M4-9U	30" x 24"	DETOUR ↑
M4-8A	24" x 18"	END DETOUR
R11-2	48" x 30"	ROAD CLOSED
R11-4	48" x 30"	ROAD CLOSED TO THRU TRAFFIC
N/A	48" x 36"	ROAD CONSTRUCTION BEGINS "Insert timeframe here" SEEK ALTERNATE ROUTES
W20-1	48" x 48"	ROAD WORK AHEAD
W8-8	30" x 30"	ROUGH ROAD
W8-3	30" x 30"	PAVEMENT ENDS
W8-1	30" x 30"	BUMP
G20-2A	36" x 18"	END ROAD WORK

Signs indicating raised castings shall also be utilized by the contractor.

The Contractor shall furnish, erect, remove, cover, relocate and replace if necessary, all signs as directed by the Engineer. All signs shall be removed when no longer required.

Add this new subsection

SUBSECTION 850.38 TRAFFIC POLICE DETAILS AND FIRE DETAILS

This work consists of scheduling Traffic Police Details when construction operations involve work which is of a nature where the use of a Traffic Police Detail would be required to increase safety of the general public and construction personnel.

This work also consists of scheduling Fire Details when construction operations involve blasting work. A Fire Detail will be required at all times explosives are present on site.

Scheduling of Details is the responsibility of the Contractor.

The Contractor is responsible for canceling details directly in the event of schedule changes where work no longer requires the use of details, or cancellations of work for any reason, including weather. A minimum of one hour prior to scheduled time is required to cancel a detail.

Contractors that cancel scheduled work to which police, flag people or public works personnel are assigned on an additional pay basis are subject to contract back charges for costs incurred at the discretion of the Town.

Police and Fire details will be paid for directly by the Town.

Insert the following new section in numerical order

SECTION 874 SIGN REMOVED AND RESET

SUBSECTION 874.20 GENERAL

The work to be done under this item shall conform to the relevant provisions of Section 828 of the Standard Specifications and the following:

The Contractor shall carefully remove and reset at new locations all existing signs, attached hardware and sign support posts not included under other sign items as directed by the Engineer.

Signs, attachment hardware and sign support posts shall be satisfactorily stored and protected until reset in the proposed work.

Signs, attachment hardware and sign support posts lost, damaged or otherwise made unsuitable for reuse while being removed, transported, stored or reset shall be replaced with new materials at no additional cost to the Owner. New attachment hardware shall be furnished and installed as necessary to replace any missing or unusable existing hardware.

Existing sign posts not suitable for resetting shall be replaced at no additional cost to the Owner.

SUBSECTION 874.80 METHOD OF MEASUREMENT

Signs removed and reset will be measured for payment as units, complete and in place.

SUBSECTION 874.81 BASIS OF PAYMENT

Signs removed and reset will be paid for at the respective contract unit price per each, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

SUBSECTION 874.82 PAYMENT ITEMS

ITEM 874.1	Sign Removed and Reset	Each
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(END OF SPECIFICATIONS SECTION)

ATTACHMENT A
Prevailing Wage Rates



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Town of Wilmington
Contract Number: **City/Town:** WILMINGTON
Description of Work: All nec. labor, materials, equip. & services to complete roadway improvements, inc. but not limited to remodeling/construction drainage; install of bituminous concrete pavement, sidewalks & other work
Job Location: various locatioins

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 from the Department of Labor Standards (“DLS”) 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 any sub-contractor.
 - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person 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 DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
 - 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. Awarding authorities are required to request these updates 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, 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. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
 - Every contractor or subcontractor which performs construction work on the project is required to 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. A sample of a payroll reporting form may be obtained at <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.
 - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
 - 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.
-

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (LOWELL)</i>	02/01/2022	\$55.01	\$11.39	\$21.65	\$0.00	\$88.05
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.51	\$11.39	\$21.65	\$0.00	\$60.55
2	60	\$33.01	\$11.39	\$21.65	\$0.00	\$66.05
3	70	\$38.51	\$11.39	\$21.65	\$0.00	\$71.55
4	80	\$44.01	\$11.39	\$21.65	\$0.00	\$77.05
5	90	\$49.51	\$11.39	\$21.65	\$0.00	\$82.55

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
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For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2022	\$44.53	\$8.68	\$19.97	\$0.00	\$73.18
	09/01/2022	\$45.18	\$8.68	\$19.97	\$0.00	\$73.83
	03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.27	\$8.68	\$1.73	\$0.00	\$32.68
2	60	\$26.72	\$8.68	\$1.73	\$0.00	\$37.13
3	70	\$31.17	\$8.68	\$14.78	\$0.00	\$54.63
4	75	\$33.40	\$8.68	\$14.78	\$0.00	\$56.86
5	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
6	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
7	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00
8	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.59	\$8.68	\$1.73	\$0.00	\$33.00
2	60	\$27.11	\$8.68	\$1.73	\$0.00	\$37.52
3	70	\$31.63	\$8.68	\$14.78	\$0.00	\$55.09
4	75	\$33.89	\$8.68	\$14.78	\$0.00	\$57.35
5	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
6	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
7	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58
8	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.45/ 3&4 \$36.57/ 5&6 \$56.36/ 7&8 \$62.54

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	04/01/2021	\$23.16	\$7.21	\$4.80	\$0.00	\$35.17
	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
2	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
3	65	\$15.05	\$7.21	\$0.00	\$0.00	\$22.26
4	70	\$16.21	\$7.21	\$0.00	\$0.00	\$23.42
5	75	\$17.37	\$7.21	\$3.80	\$0.00	\$28.38
6	80	\$18.53	\$7.21	\$3.80	\$0.00	\$29.54
7	85	\$19.69	\$7.21	\$3.80	\$0.00	\$30.70
8	90	\$20.84	\$7.21	\$3.80	\$0.00	\$31.85

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
2	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
3	65	\$15.38	\$7.21	\$0.00	\$0.00	\$22.59
4	70	\$16.56	\$7.21	\$0.00	\$0.00	\$23.77
5	75	\$17.75	\$7.21	\$3.80	\$0.00	\$28.76
6	80	\$18.93	\$7.21	\$3.80	\$0.00	\$29.94
7	85	\$20.11	\$7.21	\$3.80	\$0.00	\$31.12
8	90	\$21.29	\$7.21	\$3.80	\$0.00	\$32.30

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.63/ 3&4 \$19.95/ 5&6 \$27.22/ 7&8 \$29.54

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (LOWELL)	01/01/2020	\$45.23	\$12.75	\$22.41	\$0.62	\$81.01
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Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.62	\$12.75	\$15.41	\$0.00	\$50.78
2	60	\$27.14	\$12.75	\$17.41	\$0.62	\$57.92
3	65	\$29.40	\$12.75	\$18.41	\$0.62	\$61.18
4	70	\$31.66	\$12.75	\$19.41	\$0.62	\$64.44
5	75	\$33.92	\$12.75	\$20.41	\$0.62	\$67.70
6	80	\$36.18	\$12.75	\$21.41	\$0.62	\$70.96
7	90	\$40.71	\$12.75	\$22.41	\$0.62	\$76.49

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 2	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.62
2	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.62
3	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.41
4	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.41
5	50	\$28.66	\$13.00	\$16.10	\$0.00	\$57.76
6	55	\$31.53	\$13.00	\$16.58	\$0.00	\$61.11
7	60	\$34.39	\$13.00	\$17.04	\$0.00	\$64.43
8	65	\$37.26	\$13.00	\$17.52	\$0.00	\$67.78
9	70	\$40.12	\$13.00	\$17.98	\$0.00	\$71.10
10	75	\$42.99	\$13.00	\$18.46	\$0.00	\$74.45

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.21
2	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.21
3	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.08
4	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.08
5	50	\$29.38	\$13.00	\$16.12	\$0.00	\$58.50
6	55	\$32.32	\$13.00	\$16.60	\$0.00	\$61.92
7	60	\$35.26	\$13.00	\$17.07	\$0.00	\$65.33
8	65	\$38.19	\$13.00	\$17.55	\$0.00	\$68.74
9	70	\$41.13	\$13.00	\$18.01	\$0.00	\$72.14
10	75	\$44.07	\$13.00	\$18.49	\$0.00	\$75.56

Notes :
 App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
ELEVATOR CONSTRUCTORS LOCAL 4						

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$46.53	\$13.75	\$15.80	\$0.00	\$76.08
	05/01/2022	\$47.86	\$13.75	\$15.80	\$0.00	\$77.41

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$48.06	\$13.75	\$15.80	\$0.00	\$77.61
	05/01/2022	\$49.22	\$13.75	\$15.80	\$0.00	\$78.77

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$23.16	\$13.75	\$15.80	\$0.00	\$52.71
	05/01/2022	\$23.83	\$13.75	\$15.80	\$0.00	\$53.38

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i>	03/01/2022	\$44.71	\$13.00	\$18.74	\$0.00	\$76.45
<i>/ COMMISSIONING ELECTRICIANS</i>	09/01/2022	\$46.42	\$13.00	\$18.87	\$0.00	\$78.29
	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2022	\$49.93	\$8.68	\$20.27	\$0.00	\$78.88
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.97	\$8.68	\$1.79	\$0.00	\$35.44
2	55	\$27.46	\$8.68	\$1.79	\$0.00	\$37.93
3	60	\$29.96	\$8.68	\$14.90	\$0.00	\$53.54
4	65	\$32.45	\$8.68	\$14.90	\$0.00	\$56.03
5	70	\$34.95	\$8.68	\$16.69	\$0.00	\$60.32
6	75	\$37.45	\$8.68	\$16.69	\$0.00	\$62.82
7	80	\$39.94	\$8.68	\$18.48	\$0.00	\$67.10
8	85	\$42.44	\$8.68	\$18.48	\$0.00	\$69.60

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$32.94/ 3&4 \$39.66/ 5&6 \$60.32/ 7&8 \$67.10

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.23
2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.66
3	60	\$25.90	\$8.65	\$6.84	\$0.00	\$41.39
4	65	\$28.05	\$8.65	\$7.41	\$0.00	\$44.11
5	70	\$30.21	\$8.65	\$19.63	\$0.00	\$58.49
6	75	\$32.37	\$8.65	\$20.20	\$0.00	\$61.22
7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.95
8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.40

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$16.05	\$0.00	\$60.88
3	65	\$33.40	\$14.00	\$16.05	\$0.00	\$63.45
4	70	\$35.97	\$14.00	\$16.05	\$0.00	\$66.02
5	75	\$38.54	\$14.00	\$16.05	\$0.00	\$68.59
6	80	\$41.10	\$14.00	\$16.05	\$0.00	\$71.15
7	85	\$43.67	\$14.00	\$16.05	\$0.00	\$73.72
8	90	\$46.24	\$14.00	\$16.05	\$0.00	\$76.29

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45

For apprentice rates see "Apprentice- LABORER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2021	\$51.40	\$13.80	\$17.14	\$0.00	\$82.34
	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.70	\$13.80	\$12.42	\$0.00	\$51.92
2	60	\$30.84	\$13.80	\$13.36	\$0.00	\$58.00
3	70	\$35.98	\$13.80	\$14.31	\$0.00	\$64.09
4	80	\$41.12	\$13.80	\$15.25	\$0.00	\$70.17

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.93	\$13.80	\$12.42	\$0.00	\$53.15
2	60	\$32.31	\$13.80	\$13.36	\$0.00	\$59.47
3	70	\$37.70	\$13.80	\$14.31	\$0.00	\$65.81
4	80	\$43.08	\$13.80	\$15.25	\$0.00	\$72.13

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (LAWRENCE AREA)</i>	03/16/2022	\$46.19	\$8.20	\$26.50	\$0.00	\$80.89
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Apprentice - IRONWORKER - Local 7 Lawrence

Effective Date - 03/16/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.71	\$8.20	\$26.50	\$0.00	\$62.41
2	70	\$32.33	\$8.20	\$26.50	\$0.00	\$67.03
3	75	\$34.64	\$8.20	\$26.50	\$0.00	\$69.34
4	80	\$36.95	\$8.20	\$26.50	\$0.00	\$71.65
5	85	\$39.26	\$8.20	\$26.50	\$0.00	\$73.96
6	90	\$41.57	\$8.20	\$26.50	\$0.00	\$76.27

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER LABORERS - ZONE 2	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Effective Date - 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$16.64	\$0.00	\$47.53
2	70	\$25.42	\$9.10	\$16.64	\$0.00	\$51.16
3	80	\$29.05	\$9.10	\$16.64	\$0.00	\$54.79
4	90	\$32.68	\$9.10	\$16.64	\$0.00	\$58.42

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.50	\$9.10	\$16.70	\$0.00	\$61.30
	06/01/2022	\$36.40	\$9.10	\$16.70	\$0.00	\$62.20
	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$43.69	\$11.39	\$20.37	\$0.00	\$75.45

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.37	\$0.00	\$53.61
2	60	\$26.21	\$11.39	\$20.37	\$0.00	\$57.97
3	70	\$30.58	\$11.39	\$20.37	\$0.00	\$62.34
4	80	\$34.95	\$11.39	\$20.37	\$0.00	\$66.71
5	90	\$39.32	\$11.39	\$20.37	\$0.00	\$71.08

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2022	\$57.17	\$11.39	\$22.31	\$0.00	\$90.87
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Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.31	\$0.00	\$62.29
2	60	\$34.30	\$11.39	\$22.31	\$0.00	\$68.00
3	70	\$40.02	\$11.39	\$22.31	\$0.00	\$73.72
4	80	\$45.74	\$11.39	\$22.31	\$0.00	\$79.44
5	90	\$51.45	\$11.39	\$22.31	\$0.00	\$85.15

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) MILLWRIGHTS LOCAL 1121 - Zone 2	01/03/2022	\$40.67	\$8.58	\$21.57	\$0.00	\$70.82
	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.37	\$8.58	\$5.72	\$0.00	\$36.67
2	65	\$26.44	\$8.58	\$17.93	\$0.00	\$52.95
3	75	\$30.50	\$8.58	\$18.98	\$0.00	\$58.06
4	85	\$34.57	\$8.58	\$20.01	\$0.00	\$63.16

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22

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

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2022	\$44.56	\$8.65	\$23.05	\$0.00	\$76.26
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$8.65	\$0.00	\$0.00	\$30.93
2	55	\$24.51	\$8.65	\$6.27	\$0.00	\$39.43
3	60	\$26.74	\$8.65	\$6.84	\$0.00	\$42.23
4	65	\$28.96	\$8.65	\$7.41	\$0.00	\$45.02
5	70	\$31.19	\$8.65	\$19.63	\$0.00	\$59.47
6	75	\$33.42	\$8.65	\$20.20	\$0.00	\$62.27
7	80	\$35.65	\$8.65	\$20.77	\$0.00	\$65.07
8	90	\$40.10	\$8.65	\$21.91	\$0.00	\$70.66

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.88	\$8.65	\$0.00	\$0.00	\$31.53
2	55	\$25.17	\$8.65	\$6.27	\$0.00	\$40.09
3	60	\$27.46	\$8.65	\$6.84	\$0.00	\$42.95
4	65	\$29.74	\$8.65	\$7.41	\$0.00	\$45.80
5	70	\$32.03	\$8.65	\$19.63	\$0.00	\$60.31
6	75	\$34.32	\$8.65	\$20.20	\$0.00	\$63.17
7	80	\$36.61	\$8.65	\$20.77	\$0.00	\$66.03
8	90	\$41.18	\$8.65	\$21.91	\$0.00	\$71.74

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2022	\$42.62	\$8.65	\$23.05	\$0.00	\$74.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.31	\$8.65	\$0.00	\$0.00	\$29.96
2	55	\$23.44	\$8.65	\$6.27	\$0.00	\$38.36
3	60	\$25.57	\$8.65	\$6.84	\$0.00	\$41.06
4	65	\$27.70	\$8.65	\$7.41	\$0.00	\$43.76
5	70	\$29.83	\$8.65	\$19.63	\$0.00	\$58.11
6	75	\$31.97	\$8.65	\$20.20	\$0.00	\$60.82
7	80	\$34.10	\$8.65	\$20.77	\$0.00	\$63.52
8	90	\$38.36	\$8.65	\$21.91	\$0.00	\$68.92

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56
2	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02
3	60	\$26.29	\$8.65	\$6.84	\$0.00	\$41.78
4	65	\$28.48	\$8.65	\$7.41	\$0.00	\$44.54
5	70	\$30.67	\$8.65	\$19.63	\$0.00	\$58.95
6	75	\$32.87	\$8.65	\$20.20	\$0.00	\$61.72
7	80	\$35.06	\$8.65	\$20.77	\$0.00	\$64.48
8	90	\$39.44	\$8.65	\$21.91	\$0.00	\$70.00

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.23
2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.66
3	60	\$25.90	\$8.65	\$6.84	\$0.00	\$41.39
4	65	\$28.05	\$8.65	\$7.41	\$0.00	\$44.11
5	70	\$30.21	\$8.65	\$19.63	\$0.00	\$58.49
6	75	\$32.37	\$8.65	\$20.20	\$0.00	\$61.22
7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.95
8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.40

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2022	\$41.22	\$8.65	\$23.05	\$0.00	\$72.92
PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
	01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
	07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
	01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
	07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
	01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.61	\$8.65	\$0.00	\$0.00	\$29.26
2	55	\$22.67	\$8.65	\$6.27	\$0.00	\$37.59
3	60	\$24.73	\$8.65	\$6.84	\$0.00	\$40.22
4	65	\$26.79	\$8.65	\$7.41	\$0.00	\$42.85
5	70	\$28.85	\$8.65	\$19.63	\$0.00	\$57.13
6	75	\$30.92	\$8.65	\$20.20	\$0.00	\$59.77
7	80	\$32.98	\$8.65	\$20.77	\$0.00	\$62.40
8	90	\$37.10	\$8.65	\$21.91	\$0.00	\$67.66

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1) For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68

Notes:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.18	\$11.70	\$8.25	\$0.00	\$43.13
2	45	\$26.07	\$11.70	\$20.24	\$0.00	\$58.01
3	60	\$34.76	\$11.70	\$20.24	\$0.00	\$66.70
4	70	\$40.56	\$11.70	\$20.24	\$0.00	\$72.50
5	80	\$46.35	\$11.70	\$20.24	\$0.00	\$78.29

Notes:
 ** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
 Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

PIPELAYER LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2022	\$61.79	\$14.07	\$18.36	\$0.00	\$94.22
	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.63	\$14.07	\$6.63	\$0.00	\$42.33
2	40	\$24.72	\$14.07	\$7.52	\$0.00	\$46.31
3	55	\$33.98	\$14.07	\$10.24	\$0.00	\$58.29
4	65	\$40.16	\$14.07	\$12.04	\$0.00	\$66.27
5	75	\$46.34	\$14.07	\$13.85	\$0.00	\$74.26

Effective Date - 09/04/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.22	\$14.07	\$6.63	\$0.00	\$42.92
2	40	\$25.40	\$14.07	\$7.52	\$0.00	\$46.99
3	55	\$34.92	\$14.07	\$10.24	\$0.00	\$59.23
4	65	\$41.27	\$14.07	\$12.04	\$0.00	\$67.38
5	75	\$47.62	\$14.07	\$13.85	\$0.00	\$75.54

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$69.00, Step5 with lic\$76.87

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
	06/01/2022	\$37.31	\$9.10	\$16.64	\$0.00	\$63.05
	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER TEAMSTERS 170 - J.G. MacLellan (Lowell)	01/01/2022	\$25.50	\$10.37	\$6.35	\$0.00	\$42.22
	05/01/2022	\$25.85	\$10.37	\$6.35	\$0.00	\$42.57
	01/01/2023	\$25.85	\$10.77	\$6.35	\$0.00	\$42.97
RECLAIMERS OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) ROOFERS LOCAL 33	02/01/2022	\$47.03	\$12.28	\$19.45	\$0.00	\$78.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$5.21	\$0.00	\$41.01
2	60	\$28.22	\$12.28	\$19.45	\$0.00	\$59.95
3	65	\$30.57	\$12.28	\$19.45	\$0.00	\$62.30
4	75	\$35.27	\$12.28	\$19.45	\$0.00	\$67.00
5	85	\$39.98	\$12.28	\$19.45	\$0.00	\$71.71

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	02/01/2022	\$47.28	\$12.28	\$19.45	\$0.00	\$79.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
2	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
3	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
4	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
5	52	\$27.92	\$13.80	\$12.23	\$1.62	\$55.57
6	52	\$27.92	\$13.80	\$12.48	\$1.63	\$55.83
7	60	\$32.22	\$13.80	\$13.87	\$1.80	\$61.69
8	65	\$34.91	\$13.80	\$14.84	\$1.91	\$65.46
9	75	\$40.28	\$13.80	\$16.77	\$2.13	\$72.98
10	85	\$45.65	\$13.80	\$18.20	\$2.33	\$79.98

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2022	\$64.36	\$10.44	\$22.10	\$0.00	\$96.90
	10/01/2022	\$66.06	\$10.44	\$22.10	\$0.00	\$98.60
	03/01/2023	\$67.76	\$10.44	\$22.10	\$0.00	\$100.30
	10/01/2023	\$69.51	\$10.44	\$22.10	\$0.00	\$102.05
	03/01/2024	\$71.31	\$10.44	\$22.10	\$0.00	\$103.85
	10/01/2024	\$73.11	\$10.44	\$22.10	\$0.00	\$105.65
	03/01/2025	\$74.91	\$10.44	\$22.10	\$0.00	\$107.45

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.53	\$10.44	\$12.35	\$0.00	\$45.32
2	40	\$25.74	\$10.44	\$13.10	\$0.00	\$49.28
3	45	\$28.96	\$10.44	\$13.85	\$0.00	\$53.25
4	50	\$32.18	\$10.44	\$14.60	\$0.00	\$57.22
5	55	\$35.40	\$10.44	\$15.35	\$0.00	\$61.19
6	60	\$38.62	\$10.44	\$16.10	\$0.00	\$65.16
7	65	\$41.83	\$10.44	\$16.85	\$0.00	\$69.12
8	70	\$45.05	\$10.44	\$17.60	\$0.00	\$73.09
9	75	\$48.27	\$10.44	\$18.35	\$0.00	\$77.06
10	80	\$51.49	\$10.44	\$19.10	\$0.00	\$81.03

Effective Date - 10/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.12	\$10.44	\$12.35	\$0.00	\$45.91
2	40	\$26.42	\$10.44	\$13.10	\$0.00	\$49.96
3	45	\$29.73	\$10.44	\$13.85	\$0.00	\$54.02
4	50	\$33.03	\$10.44	\$14.60	\$0.00	\$58.07
5	55	\$36.33	\$10.44	\$15.35	\$0.00	\$62.12
6	60	\$39.64	\$10.44	\$16.10	\$0.00	\$66.18
7	65	\$42.94	\$10.44	\$16.85	\$0.00	\$70.23
8	70	\$46.24	\$10.44	\$17.60	\$0.00	\$74.28
9	75	\$49.55	\$10.44	\$18.35	\$0.00	\$78.34
10	80	\$52.85	\$10.44	\$19.10	\$0.00	\$82.39

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2022	\$44.71	\$13.00	\$18.74	\$0.00	\$76.45
	09/01/2022	\$46.42	\$13.00	\$18.87	\$0.00	\$78.29
	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.12	\$13.00	\$0.60	\$0.00	\$33.72
2	45	\$20.12	\$13.00	\$0.60	\$0.00	\$33.72
3	50	\$22.36	\$13.00	\$15.06	\$0.00	\$50.42
4	50	\$22.36	\$13.00	\$15.06	\$0.00	\$50.42
5	55	\$24.59	\$13.00	\$15.43	\$0.00	\$53.02
6	60	\$26.83	\$13.00	\$15.79	\$0.00	\$55.62
7	65	\$29.06	\$13.00	\$16.16	\$0.00	\$58.22
8	70	\$31.30	\$13.00	\$16.53	\$0.00	\$60.83
9	75	\$33.53	\$13.00	\$16.91	\$0.00	\$63.44
10	80	\$35.77	\$13.00	\$17.27	\$0.00	\$66.04

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
2	45	\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
3	50	\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
4	50	\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
5	55	\$25.53	\$13.00	\$15.51	\$0.00	\$54.04
6	60	\$27.85	\$13.00	\$15.88	\$0.00	\$56.73
7	65	\$30.17	\$13.00	\$16.26	\$0.00	\$59.43
8	70	\$32.49	\$13.00	\$16.62	\$0.00	\$62.11
9	75	\$34.82	\$13.00	\$17.00	\$0.00	\$64.82
10	80	\$37.14	\$13.00	\$17.37	\$0.00	\$67.51

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2022	\$56.09	\$11.39	\$22.34	\$0.00	\$89.82
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.34	\$0.00	\$61.78
2	60	\$33.65	\$11.39	\$22.34	\$0.00	\$67.38
3	70	\$39.26	\$11.39	\$22.34	\$0.00	\$72.99
4	80	\$44.87	\$11.39	\$22.34	\$0.00	\$78.60
5	90	\$50.48	\$11.39	\$22.34	\$0.00	\$84.21

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
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For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
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For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
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TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
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For apprentice rates see "Apprentice- LABORER"

VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
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WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
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	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
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	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
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	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2022	\$63.39	\$13.57	\$17.26	\$0.00	\$94.22
	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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