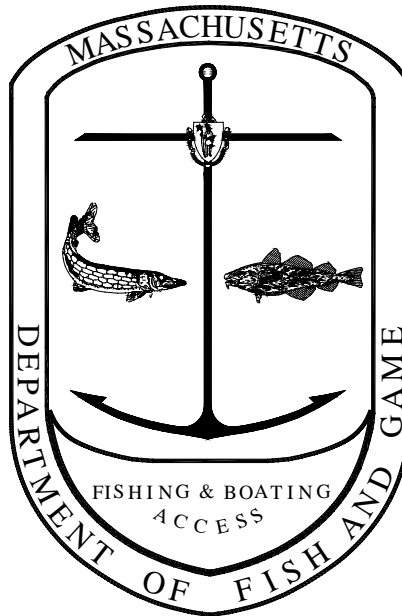


**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME
OFFICE OF FISHING AND BOATING ACCESS**

PROJECT NO. PA-383



**ITEMIZED PROPOSAL
WITH
SPECIAL PROVISIONS
FOR**

PROPOSED PUBLIC ACCESS FACILITY IMPROVEMENTS

FISHING PIER REPAIRS

CONGAMOND LAKE, SOUTHWICK, MA

THIS PROPOSAL TO BE OPENED AND READ

January 7, 2021

11:00 AM

Manual No. _____

Section B. – Notice to Contractors and Instructions

Notice to Contractors

Instruction to Bidders

THE COMMONWEALTH OF MASSACHUSETTS: NOTICE TO CONTRACTORS:

The Department of Fish and Game, through its Office of Fishing and Boating Access, invites sealed bids for the repairs to the existing handicapped accessible fishing pier and miscellaneous work, in the Town of Southwick, MA, in accordance with plans and specifications prepared by the Department of Fish and Game – Office of Fishing and Boating Access. This project consists of removal and replacement of the timber decking and miscellaneous work in accordance with the above referenced documents. The estimated project value is (\$80,000). Bids will be submitted on the forms furnished by the Department, in the bid package and will be received at the office of the Office of Fishing and Boating Access, 1 Rabbit Hill Road, Westborough, MA 01581, until 11:00 AM, local time, Thursday, January 7, 2021, at which time they will be publicly opened and read. All bids must be submitted in accordance with the Contract Documents and shall be accompanied by a bid deposit in the amount of 5% of the value of the bid. Bid deposits, payable to the Commonwealth of Massachusetts, Department of Fish and Game, shall be in the form of a bid bond, certified, cashier's or treasurer's check issued by a responsible bank or trust company.

Note: Due to the COVID-19 Emergency protocols in place at the Westborough Field Office, bid packages shall only be accepted from U.S. Postal Service, FedEx, UPS or other similar services. This building remains closed to the Public; No in person drop offs shall be accepted. OFBA shall extend a remote access invitation to potential bidders in order to witness the public bid opening, remotely. Contract Documents will be available after December 9, 2020, from the Office of Fishing and Boating Access, 1 Rabbit Hill Road, Westborough, MA 01581. Copies of the Contract Documents may be obtained at the Office of Fishing and Boating Access, in electronic .pdf form, by making a formal written request via email to: doug.cameron@mass.gov. Minimum wage rates for this project have been predetermined by M.G.L. under Chapter 149, Section 26 to 27D, inclusive. Proposals that do not have the Affidavit (of non-collusion, etc.) properly completed will be declared informal. Bids are subject to provisions M.G.L. Chapter 30, Sections 39F, 39G, 39H, 39K and 39M and Chapter 149, Sections 44A to 44H, inclusive. This contract is subject to all State Laws and Regulations concerning Minority Business Enterprises including Executive Order 237. The right is reserved to waive any informality in or reject any or all proposals. An award will not be made to any Contractor who is not able to complete the work no later than **May 1, 2021**.

By: Ronald Amidon, Commissioner of Department of Fish and Game.

INSTRUCTION TO BIDDERS

1.0 BIDDING REQUIREMENTS

1.1 Deadline

The Department of Fish and Game, Office of Fishing and Boating Access will be accepting bids for the repairs to the existing handicapped accessible fishing pier consisting of deck replacement and miscellaneous work. All bids must be received by 11:00 AM on Thursday, January 7, 2021, at the office of the Office of Fishing and Boating Access, 1 Rabbit Hill Road, Westborough, MA 01581. Bids for all items must be received in sealed envelopes clearly marked: "**BID: PUBLIC ACCESS FACILITY IMPROVEMENTS, CONGAMOND LAKE, FISH PIER, SOUTHWICK, MA**". **Note: Due to the COVID-19 Emergency protocols in place at the Westborough Field Office, bid packages shall only be accepted from U.S. Postal Service, FedEx, UPS or other similar services. This building remains closed to the Public; No in person drop offs shall be accepted. OFBA shall extend a remote access invitation to potential bidders in order to witness the public bid opening, remotely.** All questions concerning this bid or the plans should be directed to Douglas H. Cameron, Director/Chief Engineer, DF&G, OFBA, 1 Rabbit Hill Road, Westborough, MA 01581, (617)828-3532.

1.2 Bid Deposit

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

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

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

1.3 Performance Bond & Labor and Materials Payment Bond

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

2.0 BIDDER'S REQUIREMENTS

2.1 General Insurance

The successful bidder must be prepared to provide evidence of insurance in the form of a Certificate of Insurance, and in amounts as indicated in the Specifications under the heading Insurance, including proof of

Workman's Compensation coverage and Automobile and Vehicular coverage.

3.0 BID REQUIREMENTS

3.1 General Requirements

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

3.2 Permits, Fees and Notices

The Contractor shall obtain all permits, licenses, certificates inspection and other legal documents required, both permanent and temporary. The Town of Southwick Determination of Applicability is attached.

3.3 Applications for Progress Payments

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

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

3.4 Manpower Utilization

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

CONTRACT NO. PA-383

SIGNATURES REQUIRED

Signatures Required	Page #	Penalty for to Sign
Proposal Form Signature	5-2– 5-3	Informal Bid
Board of Director’s Vote	5-4	
Affidavit	5-5	Informal Bid
Statement of Tax Compliance (REAP)	5-6	Informal Bid
Certificate of Compliance with Massachusetts Employment Security Law	5-7	Informal Bid
Contract Form	5-9	
Schedule of Participation by Minority or Women Business Enterprises	5-10	
Letter of Intent Minority or Women’s Enterprise Participation	5-11	
Letter of Intent	5-12	
Minority or Women’s Business Enterprise Participation	5-13	
Commonwealth Terms and Conditions	5-14	
Request for Verification of Taxation Reporting Information	5-15	
Electronic Fund Transfer Form	5-17	

TABLE OF CONTENTS

CONTRACT NO. PA-383	PAGE
Section A.	Cover Page
Section B.	
Notice to Contractors	i
Instructions to Bidders	ii – iii
Signatures Required	iv
Table of Contents	v – vi
Section C.	
Special Provisions	1-1 – 1-9
Section D.	
Technical Specifications	2-1 – 2-6
Section E.	
Participation by Minority or Women’s Business Enterprises	3-1 – 3-8
Right-To-Know Act	3-9
Supplemental Equal Opportunity Antidiscrimination and Affirmative Action Program	3-10 – 3-14
Public Employment Laws	3-15 – 3-16
Section F.	
Wage Rates	
Section G.	
Proposal	5-1 – 5-3
Board of Directors Vote	5-4
Non-Collusive Affidavit	5-5
Statement of Tax Compliance (REAP)	5-6
Certificate of Compliance with Massachusetts Employment Security Law	5-7
Contract Form	5-8– 5-9
Schedule of Participation by Minority or Women Business Enterprises	5-10

Letter of Intent Minority or Women’s Enterprise Participation Letter of Intent	5-11
Minority or Women’s Business Enterprise Participation	5-12
Commonwealth Terms and Conditions	5-13– 5-14
Request for Verification of Taxation Reporting Information	5-15 – 5-16
Electronic Fund Transfer Form	5-17

Section H.

Southwick Determination of Applicability

Section I.

PA-162A, Public Access Board, Department of Fisheries, Wildlife and Environmental Law Enforcement,
Construction of Fishing Pier, stamped and signed April 2, 2002.

PA-383, Proposed Public Access Facility Improvements, Handicapped Accessible Fishing Pier, Congamond
Lake, Southwick, MA, dates September 25, 2020 – Bid Issue

Section C. – Special Provisions

**Special Provisions
(No. PA-383)**

**SPECIAL PROVISIONS FOR PUBLIC ACCESS FACILITY IMPROVEMENTS,
FISHING PIER REPAIRS
CONGAMOND LAKE, SOUTHWICK, MA**

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

Work to be Done

The work to be done consists of replacement of the pier decking and other miscellaneous work. The work required shall be completed as shown on the plans, as specified herein and as directed.

Plans

The location and details of the work to be done are shown on a set of plans consisting of 1 sheet entitled ("Proposed Public Access Facility Improvements, Handicapped Accessible Fishing Pier, Congamond Lake, Southwick, MA" dated September 25, 2020, and hereby referred to and made part of these Specifications. These plans are attached hereto.

Physical Data

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

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

General

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

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

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

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

During construction, the Contractor shall secure all necessary permits from owners, and all releases from the owners of record to trespass on their property in the transportation of materials and equipment to the

work site. The Contractor shall repair at his own expense any damage caused by him to lawns, driveways, structures, etc. Upon completion of the work, the Contractor shall remove from the site all debris, excess materials, tools and equipment, and shall leave the premises in a neat and orderly condition, to the satisfaction of the Engineer.

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

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

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

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

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

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

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

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

Supplementing Subsection 8.11
SCHEDULE OF DEDUCTIONS

Project Value

Deductions/\$/day

0	to	100,000	575.00
100,000	to	500,000	850.00
500,000	to	1,000,000	975.00
1,000,000	to	2,000,000	1,250.00
2,000,000	to	3,000,000	1,550.00
3,000,000	to	4,000,000	1,800.00
4,000,000	to	5,000,000	2,200.00
5,000,000	to	10,000,000	2,400.00
10,000,000	to	15,000,000	2,700.00
over 15,000,000			3,500.00

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

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

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

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

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

Applicable Laws, Regulations and Permits

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

The Southwick Determination of Applicability has been obtained and is attached to and hereby made a part of this contract. The Contractor must adhere to the conditions of this permit.

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

Surveying Control

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

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

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

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

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

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

Inspection of Project Work

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

Manuals and Certificates

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

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

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

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

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

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

Photographs

The Contractor shall furnish the Engineer, upon request, suitable 8"x10" photographs of the project area. Three copies of each view and a compact disc containing digital photographs shall be furnished.

Two (2) views will be required as directed by the Engineer, and shall be taken as follows:

1. Before construction operations have been started;
2. After construction has been completed;

The areas to be photographed and approximate compass point from which they are to be taken will be designated by the Engineer.

Each photograph shall have permanently written on its face a legible description or title indicating date, location, direction from which taken, project title and item of work photographed.

Upon completion of all work under this contract, the Contractor shall deliver all photographs and the compact disc, clearly identified, to the Engineer.

Photographs will be placed in acetate sleeves and bound in three booklet forms.

The cost of furnishing photographs and the compact disc shall be included in the prices bid for the various items scheduled in the Proposal.

Insurance

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

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

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

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

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

Certificate of Insurance, Prior to beginning work under the contract, the Contractor shall furnish the

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

Cleaning Site and Periodical Cleaning

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

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

Compliance with the Wetlands Protection Act

A Determination of Applicability has been obtained under the Commonwealth of Massachusetts Wetland Protection Act, General Laws, Chapter 131, Section 40. That Determination is hereby made part of these Specifications, and is attached hereto.

DEP SIGN

The Contractor shall furnish and erect at a suitable location, a sign having an area of not less than two (2) square feet or more than three (3) square feet, bearing the words "Massachusetts Department of Environmental Protection – DA No. RDA 85-97". The sign will remain posted on the site for three (3) months after the completion of the project, after which time the Contractor will remove the sign and it then becomes the property of the Contractor for his use.

Minimum Wage Rates

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

Overloaded Trucks

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

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

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

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

Executive Order 130 (Anti-Boycott Covenant)

The Contractor warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999 (b),(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct

declared to be unlawful by Section 2 of Chapter 151E, Massachusetts General Law. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this contract.

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

Executive Order No. 213

Employment Opportunities through State Contracts

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

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

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

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

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

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

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

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

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

conditions or procedures necessary to carry out the purpose of this Executive Order; (7) In specified cases, the Commissioner of Administration may grant provider waivers.

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

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

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

EXECUTIVE ORDER 195

Right to Examine Records

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

Compliance to Executive Order No. 281

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

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

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

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

a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the awarding authority, provided however, that if there is a suspension, delay or interruption of work for fifteen (15) days or more due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of

performance of this contract, but shall not include any profit to the general contractor on such increase; and provide further, that the awarding shall not make any adjustments in the contract price under this price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for any equitable adjustment of the contract price under any other contract provisions.

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

Section D. – Technical Specifications

**TECHNICAL SPECIFICATIONS
(PA-383)**

ITEM 101.1 MISCELLANEOUS LUMP SUM

Description

The Contractor shall prepare the site for the various items of work described herein. This item includes but is not limited to: signs, safety fencing, erosion control, traffic control, site security, survey and baseline control, and miscellaneous work and conformance with permit requirements, including the Determination of Applicability issued by the Southwick Conservation Commission.

Construction Methods

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

All work shall be done in a workmanlike manner to cause the least interference with traffic and the use of the facility. Staging of equipment and materials shall take place within the limits of the "overflow" parking area adjacent to the boat ramp trailer parking lot. The Contractor shall coordinate their activities with the Town of Southwick and Office of Fishing and Boating Access prior to utilizing this area. Any damage shall be repaired at the Contractors expense.

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

The Contractor's attention is drawn to the existence of telephone and electrical services, waterlines, and other utilities within the work site. The Contractor is responsible for the relocation of utilities as is necessary for the construction of the new boat ramp facility. The Contractor shall notify Dig-Safe and shall follow all Dig-Safe procedures prior to commencing any work.

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

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

PUBLIC ACCESS FACILITY
FISHING PIER REPAIRS
CONGAMOND LAKE, SOUTHWICK MA
A PROJECT OF THE MASSACHUSETTS
DEPARTMENT OF FISH AND GAME
OFFICE OF FISHING AND BOATING ACCESS

Charlie Baker, Governor
Kathleen Theoharides, Secretary, Executive Office of Energy and Environmental Affairs
Ronald Amidon, Commissioner, Department of Fish and Game
Douglas H. Cameron, Director, DFG, Office of Fishing and Boating Access

In addition to the above, a block will be provided for the amount of funding and the funding source. Lettering will be dark green on a white background. The size of the lettering and general arrangement of the information shall be as shown on the attached example, and as directed by the Engineer.

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

The condition of all permits, approvals and licenses shall be adhered to at all times.

The Contractor shall disconnect and reconnect the light bollards as required to remove and install the new decking.

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

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

Method of Measurement and Basis of Payment

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

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

ITEM 112 DEMOLITION LUMP SUM

Description

The work to be done consists removal and disposal of decking curb materials as required for the implementation of new work described herein.

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

Construction Methods

The Contractor shall remove and dispose of the decking and curbing materials and miscellaneous items within the work area.

Disposal shall be at a location approved for the disposal of the decking and curb material.

species listed by CITES (Convention on Trade in Endangered Species) and the bio-diversity of the ecosystems. It respects the Intellectual Property Rights of the Indigenous Peoples, whose communities are the beneficiaries of the Company's field operation.

Tropical hardwood shall be supplied by a company that stresses the need for low impact forestry operations, ensuring that its forestry extraction is state of the art while constantly monitoring the effect of its logistics systems on watershed management and its use of biodegradable wood preservatives.

Decking Material – Ipe (Tabebuia SPP-Lapacho). All lumber shall be partially air dried to a moisture content of 15%-20%. Deck planks shall be 2"x8" or 1-1/2"x7-1/2" finished dimension.

Surface- All lumber to be supplied S4S (surfaced four sides). E4E (eased four edges). Edges shall be eased to a radius of 1/8".

Dimension Tolerance- (measured at 30% moisture content) shall be plus or minus 0.04" in both width and thickness.

Overlength - All lumber shall be supplied 2 inches over the specified length, to allow for final trim and proper fit.

End Coating – All lumber is to be supplied with the end sealed with Mobil CER-M, or equal aqueous wax log end sealer.

Mechanical Properties – Ipe supplied shall meet or exceed mechanical properties as defined by U.S. Forest Product Laboratories. The values for mechanical properties are based on the 2" standard as follows:

MC%	Bending Strength	Modulus of Elasticity	Max. Crush Strength
12%	22,360 psi	3,140,000 psi	13,010 psi

Janka side hardness is 3,680 lb. at 12% M.C.

Average air dry density is 66 to 75 pcf.

Basic specific gravity is 0.85 – 0.97.

Fire Rating – Lumber supplied shall be naturally fire resistant without the use of any fire resistant preservatives to meet NFPA Class A and UBC Class I.

Grade – All lumber shall be graded as Iron Woods™ FEQ-Clear All Heart grading rules, defined as follows:

1. Lumber shall be graded both faces, and both edges.
2. Lumber shall be straight grained, maximum slope of grain to be 1:10.
3. Lumber shall be parallel cut without heart center or sap wood.
4. Lumber shall be in sound condition, free from worm holes or knots.
5. Allowable Imperfections defined as Natural drying checks, Discoloration caused by chemical reaction, Bow or Spring which can be removed using normal installation methods and tools.
6. Not allowable Imperfections defined as – Longitudinal heart cracks, Internal cracks, firm or soft sap wood, Fungi Affects – (blue to grey, brown to red, white to yellow, or incipient decay), Deformation – (twisting or cupping) which cannot be removed during installation using

normal installation methods and tools.

Decking material shall be fastened with A316 stainless steel screws, #12x6", 2/plank/joist.
Curbs shall be fastened with A316 stainless steel screws, #12x4", 12"o.c..

SUBMITTALS

The Contractor will be required to furnish the Department, for approval, three (3) copies of a certificate from the treatment plant, stating the methods of treatment conform to the requirements specified.

The Contractor will be required to furnish the Department, for approval, three (3) copies of a certificate giving the chemical analysis of the preservative.

Certificates of compliance shall be furnished before any timbers are installed.

- AWWPA quality certification on all treated timber.
- Certification of all timber species and grade.

Furnishing of the certificates by the Contractor shall not act as a bar to rejection of any timber if the Department subsequently finds that the timber does not meet the requirements. Any cost involved in furnishing the certificates shall be borne by the Contractor.

CONSTRUCTION METHODS

All timber shall be handled carefully by means of rope slings, care being exercised to avoid bruising, penetration of surfaces with tools, or other damage to the outer fibers. Cant hooks or pike poles shall not be used.

Prior to storage, all cut or damaged surfaces of treated items shall be given two (2) brush coats of ACQ paint and in such quantity as will fill all shakes and thoroughly penetrate the cut surface.

Proper care shall be exercised in handling and installing of all materials to prevent damage to the finished surfaces.

All work shall be erected to accurate grades and alignment.

All work shall be perfect in every respect upon completion, to the satisfaction of the Department.

Timber shall be cut as indicated to permit fitting of all timber members.

As soon as practical after cutting and heading, treated members shall be given treatment with two (2) brush coats of ACQ.

All timber that are to be secured by bolts, spikes, nails, stainless steel screws etc. shall be pre-drilled in significant diameter to allow the fastener to be installed without the straining, splitting or otherwise damage or potentially damage the timber.

All decking shall be installed crown up with a 1/4" gap between planks.

All timber damaged during the installation shall be immediately removed and replaced with a suitable replacement, at the sole expense of the Contractor.

Field cuts and holes bored into timbers shall receive two coats of ACQ or approved equal, applied by brush, the second coat shall not be made until the first coat is completely absorbed.

Contractor shall place tar paper between all horizontal timber to timber interfaces. Tar paper shall be 15# and meet ASTM D 4869.

Any debris that falls in the water or other wetland resource areas shall be retrieved and removed of immediately.

Contractor shall be responsible for the proper legal disposal of all excess (cut offs) timber (ACQ and IPE).

METHOD OF MEASUREMENT

Timber (ACQ & IPE), miscellaneous work including footings and all other related work for the construction of the pier and landing shall be measured Lump Sum complete.

PAYMENT

Under **Item 955, Timber Decking**, the Contractor will be paid the contract amount based upon the **Lump Sum** Price in accordance with the Contract Bid Form.

This price and payment shall constitute full compensation for all supervision, labor, materials, equipment, disposal and any incidentals necessary for the satisfactory installation of timber complete as specified herein, as shown on the contract drawings and as directed by the Department.

Section E. – Minority and Women Business Requirements

Participation by Minority or Women’s Business Enterprises

Right-to-Know Act

Supplemental Equal Opportunity Antidiscrimination and Affirmative Action Program

Public Employment Laws

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

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

Revised: July 22, 1996, February 2010

I. M/WBE PARTICIPATION GOAL

On this contract, the Department of Fish and Game has established a goal for participation by Minority or Women Business Enterprise(s). One half of the goal shall be met in the form of contractor activity. This goal shall remain in effect throughout the life of the contract.

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

II. POLICY

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

III. M/WBE OBLIGATION

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

IV. FAILURE TO COMPLY WITH M/WBE REQUIREMENTS

All contractors and subcontractors are hereby advised that failure to carry out the requirements of these provisions constitutes a breach of contract which may result in termination of the contract, a determination that the contractor or subcontractor be barred from bidding on Department contracts for up to three (3) years, or any other remedy as the Department may impose under section XI of these special provisions.

V. REQUIRED SUBCONTRACT PROVISIONS

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

VI. DEFINITIONS

For the purpose of these special provisions, the terms listed below are defined as follows:

"Minority Business Enterprise or MBE means any individual, business organization, or non-profit corporation certified as an MBE or as a Portuguese owned firm by the State Office of Minority and Women Business Assistance (SOMWBA), or by the Department for the purposes of a particular bid or proposal to be submitted to the Department.

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

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

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

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

1. The M/WBE partner(s) shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and

2. The joint venture has been approved by the Department for M/WBE participation on the particular contract.

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

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

1. Manufactures goods from raw materials or substantially alters them before resale, or

2. Provides and maintains a storage facility for materials used in the work, consistent with normal industry practice.

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

VII. ELIGIBILITY of M/WBEs

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

1. SOMWBA Directory of Certified M/WBEs: The State Office of Minority and Women Business Assistance publishes a Directory of certified MBE and WBEs. This Directory can be obtained from SOMWBA. It lists those firms which have been certified as minority or Portuguese owned (MBEs) or women owned (WBEs) in accordance with the criteria of 425 CMR 2.00 et seq to participate as M/WBEs on state funded contracts. It also lists the kinds of work in which each firm engages but does not constitute an endorsement of the quality or performance of any business and does not represent Department subcontractor approval.

2. Application for Certification by the Department for a Particular Project: A firm which has (1) submitted a fully completed M/WBE application to SOMWBA at least 30 days previously, (2) has provided in a timely manner, any additional information which may have been requested by SOMWBA, and (3) can provide evidence, satisfactory to the Department, of a bidder's conditional commitment to subcontract with the firm, if certified, may apply directly to the Department to be certified for participation on the particular contract.

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

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

Office of Civil Rights, at least 14 business days before the bid opening date, an application for joint venture participation approval, and a copy of the joint venture agreement, which shall include a detailed breakdown of the following:

- (a) Capital participation by the M/WBE,
- (b) Specific equipment to be provided to the joint venture by the M/WBE,
- (c) Specific responsibilities of the M/WBE in the management of the joint venture,
- (d) Workforce and specific skills to be provided to the joint venture by the M/WBE, and
- (e) Percentage distribution to the M/WBE of the projected profit or loss incurred by the joint venture.
- (f) The joint venture shall provide all such additional information as may be requested by the Department for the purpose of determining joint venture eligibility.

VIII. COUNTING M/WBE PARTICIPATION TOWARDS M/WBE GOALS

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

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

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

b. For a M/WBE material supplier, sixty percent (60%) of the amount to be paid for materials and supplies required under this contract shall be credited toward the goal.

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

d. For a M/WBE hauler, trucker, or delivery service, which is not also the manufacturer of or a regular dealer in the materials and supplies, reasonable fees charged for delivery of materials and supplies required on the job site shall be credited; the cost of the materials and supplies themselves shall not be credited.

e. For a M/WBE who provides any bonds or insurance specifically required for the performance of the contract, reasonable fees or commissions charged for such service shall be listed, but the face amount or actual premium paid for the bond or insurance shall not be credited.

f. The Department shall determine if the fees or commissions listed in accordance with paragraphs (c), (d), and (e) are not excessive as compared with fees or commissions customarily allowed for similar services.

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

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

IX. AWARD DOCUMENTATION AND PROCEDURES

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

a. The full company name, address and telephone number of each M/WBE with whom the bidder intends to make a commitment;

b. The contract item(s), by number(s) and quantity(ies), if applicable, or specific description of other business activity to be performed by each M/WBE as set forth in the Letters of Intent. The bidder shall list only firms which have the capacity to perform, manage and supervise the work proposed in accordance with the requirements of section X of these special provisions.

c. The total dollar amount to be paid to each M/WBE. (Bidders are cautioned that at least one half of the participation goal must be met with contract work.)

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

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

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

3. The two lowest bidders shall submit with their Schedules of Participation, fully completed, signed Letters of Intent from each of the M/WBEs listed on the Schedule. The Letters of Intent shall be in the form attached and shall identify specifically the contract activity the M/WBE proposes to perform, expressed as contract item number, if applicable, description of the activity, quantity, unit price and total price. In the event of discrepancy between the Schedule and the Letter of Intent, the Letter of Intent shall govern.

4. Failure to meet, or to demonstrate good faith efforts to meet, the requirements of these special provisions shall render a bid non-responsive. Therefore, in order to be eligible for award, the bidder (1) must list on the Schedule of Participation, and provide the required Letters of Intent for, M/WBE participation which meets or exceeds the contract goal in accordance with the terms of these special provisions or (2) must demonstrate, to the satisfaction of the Department, that good faith efforts were made to achieve the goal. If the Commission finds that the percentage of M/WBE participation submitted by the bidder on its Schedule does not meet the contract goal, or that the Letters of Intent were not timely filed, and that the bidder has not demonstrated good faith efforts to comply with these requirements, it shall reject the bidder's proposal and may retain the proposal guaranty.

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

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

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

a. Efforts made to select portions of the work proposed to be performed by M/WBE's in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. The value of such work is required to at least equal the M/WBE goal.

b. Reasonable written notification prior to the opening of bids soliciting individual M/WBEs interested in participation in the contract as subcontractors, regular dealers, manufacturers, consultants, or service providers and identifying the specific items or type of work being solicited.

c. Written notification to M/WBE economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, describing the type of work, supplies or services being considered for M/WBE subcontracting on this contract.

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

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

(2) A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.

(3) A statement of why additional agreements with M/WBEs were not reached.

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

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

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

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

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

i. Advertisement, in general circulation media, in trade association publications and in disadvantaged business enterprise-focused media, of interest in utilizing M/WBEs and the area of interest.

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

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

6. The demonstration of good faith efforts must establish that the contractor has actively and aggressively sought out M/WBEs to participate in the project and has taken all actions which could be reasonably expected to achieve the goal. Examples of circumstances or actions not acceptable as reasons for failure to meet the M/WBE goal, include, but are not limited to:

- a. The M/WBE was unable to provide performance and/or payment bonds.
- b. The M/WBE's commercially reasonable bid was rejected based on price.
- c. The M/WBE would not agree to perform items of work at the unit bid price.
- d. The Contractor does not want to subcontract a percentage of the work sufficient to meet the goal.
- e. Solicitation by mail or fax only.

X. COMPLIANCE

1. All activity performed by an M/WBE for credit toward the contract goal must be performed, managed and supervised by the M/WBE. Prime Contractor shall not enter into, or condone, any other arrangement.

2. The Prime Contractor shall not perform with its own organization, or assign to any other business, any activity designated for the M/WBE(s) named on the Schedule submitted by the Prime Contractor under section IX, or under section X(6), without the approval of the Department in accordance with the requirements of sections X(6) and (10).

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

4. The Department retains the right to approve or disapprove all subcontractors. Requests by the Prime Contractor for approval of participation by a M/WBE subcontractor for credit toward the contract goal must include, in addition to any other requirements for subcontractor approval, the following:

a. A copy of the proposed subcontract. The subcontract must be for at least the dollar amount, and for the work described, in the Prime Contractor's Schedule of Participation.

b. A resume stating the qualifications and experience of the M/WBE superintendent and/or foreperson who will supervise the on-site work. A new resume will be required for any change in supervisory personnel during the progress of the work.

c. A Schedule of Operations indicating when the M/WBE is expected perform the work.

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

e. A list of: (1) all projects (public and private) which the M/WBE is currently performing, (2) all projects (public and private) to which the M/WBE is committed, (3) all projects (public and private) to which the M/WBE intends to make a commitment. For each contract, list the contracting organization, the name and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and the M/WBE's work schedule for each project.

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

5. If, pursuant to the subcontractor approval process, the Department finds that a M/WBE subcontractor does not have sufficient experience or resources to perform, manage and supervise work of the kind proposed in accordance with the requirements of section X(1), approval of the M/WBE subcontractor may be denied. In the event of such denial, the Prime Contractor shall proceed in accordance with the requirements of sections X(6) and (10).

6. If, for reasons beyond its control, the Prime Contractor cannot comply with its M/WBE commitment in accordance with the Schedule of participation submitted under section IX and the terms of these special provisions, the Prime Contractor shall submit to the Department the reasons for its inability to comply with its obligations under section I and shall submit, and request approval for, a revised Schedule of Participation. If approved by the Department, the revised Schedule shall govern the Prime Contractor's performance in meeting its obligations under these special provisions.

7. A Prime Contractor's compliance with the participation goal in section I shall be determined by reference to the required percentage of the total contract price, including any additions and modifications thereto, provided, however, that no decrease in the dollar amount of a bidder's commitment to any M/WBE shall be allowed without the approval of the Department.

8. If the contract amount is increased, the Prime Contractor shall submit a revised Schedule of Participation in accordance with sections X(6) and (10).

9. In the event of the decertification of a M/WBE participating or scheduled to participate on the contract for credit toward the goal, the Contractor shall proceed in accordance with sections X(6) and (10).

10. The Prime Contractor shall notify the Department immediately of any facts which come to its attention indicating that it may or will be unable to comply with any aspect of its M/WBE obligation under this contract.

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

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

13. The Contractor shall pay each M/WBE for satisfactory performance of its contract no later than 10 days from receipt of payment for the work from the Department. Any delay or postponement of payment to the M/WBE(s) must be for good cause and only with the prior approval of the Department.

14. The Department may withhold the Contractor's next periodic payment if each M/WBE is not paid in accordance with subsection X(13).

15. The Department may require specific performance of the Prime Contractor's commitment under the contract by requiring the Prime Contractor to subcontract with a M/WBE for any contract or specialty item.

XI. SANCTIONS

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

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

1. Retain, in connection with final acceptance and final payment, an amount determined by multiplying the total contract amount by the percentage in section I, less the amount paid to approve M/WBE(s) for work performed under the contract in accordance with the provisions of section X. The Prime Contractor shall have the right to appeal such retention of funds in accordance with the provisions of M.G.L. c.30A.
2. Suspend, terminate or cancel this contract, in whole or in part, and call upon the Prime Contractor's surety to perform all terms and conditions in the contract.
3. In accordance with 720 CMR 5.05(1)(f), modify or revoke the Prime Contractor's Prequalification status or recommend that the Prime Contractor not receive award of a pending contract. The Prime Contractor may appeal the determination of the Prequalification Committee in accordance with the provisions of 720 CMR 5.06.
4. Initiate debarment proceedings under M.G.L. c.29 §29F.

XII. FURTHER INFORMATION

Any proposed M/WBE, bidder, contractor or subcontractor shall provide such information as is necessary in the judgement of the Department to ascertain its compliance with the terms of these special provisions.

END OF DOCUMENT

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

SPECIAL PROVISIONS FOR RIGHT-TO-KNOW ACT REQUIREMENTS

January, 1986

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

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

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

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

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

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

I. Definitions

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

II. Contractor's Agreement

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

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national original, age or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship.

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

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

III. Remedial Action

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

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

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

IV. Records

At the discretion of the Commission there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering this project, hereinafter called the administering agency, the Commission and such other representatives as may be designated by the Commission in conjunction with the administering agency.

The Contractor (or his/her agent, if any, designated by him/her as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

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

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

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

V. Affirmative Action in Negotiating with Minority Subcontractors

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

VI. Preference in Hiring

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

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

VII. Access During Construction

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

VIII. Compliance with Requirements

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

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

IX. Non-Discrimination

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

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

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

XI. Compliance - Information, Reports and Sanctions

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

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

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

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

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

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

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

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

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

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

XII. Severability

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

XIII. Bidders' Requirements (Revised: March 1977)

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

XIV. Subcontractor's Certification

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

SPECIMEN COPY

SUBCONTRACTOR'S CERTIFICATION

_____ certifies that:
(Subcontractor)

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

_____;

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

(Signature of authorized representative of subcontractor)

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

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

XV. Materiality

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

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

The following percentages shall apply:

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

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

COMMONWEALTH OF MASSACHUSETTS PUBLIC EMPLOYMENT LAWS

The Contractor's attention is directed to Massachusetts General Laws, Chapter 149, Sections 25 through 27H, and 150A. This contract is considered to fall within the ambit of that law, which provides that in general, the Prevailing Rate or Total Rate must be paid to employees working on projects funded by the Commonwealth of Massachusetts or any political subdivision including Massachusetts Highway Department.

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

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

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

The Prevailing Wage Rate generally includes the following:

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

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

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

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

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

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

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

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

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

STATEMENT OF COMPLIANCE

Date: _____, 20_____

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

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

(Contractor or Subcontractor)

on the _____
(Project Location and Contract Number)

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

Signature _____

Title _____

The above-mentioned copies of payroll records and statements of compliance shall be available for inspection by any interested party filing a written request to the Office of Fishing and Boating Access Resident Engineer for such inspection.

All bidders are cautioned that the aforementioned laws require that employers pay to covered employees no less than the applicable minimum wages. In addition, the same laws require that the applicable prevailing wages become incorporated as part of this contract. The prevailing minimum wage law establishes serious civil and criminal penalties for violations, including imprisonment and exclusion from future public contracts. Bidders are cautioned to carefully read the relevant sections of the Massachusetts General Laws (most recently amended July, 1993).

Section F. – Prevailing Wage Rates

Prevailing Wage Rates

Weekly Payroll Records Report & Statement of Compliance

Massachusetts Weekly Certified Payroll Report Form



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: DFG - Office of Fishing & Boating Access
Contract Number: PA-383 **City/Town:** SOUTHWICK
Description of Work: Congamond Fish Pier Deck Replacement - Remove and replace approximately 2,500 sf of timber decking and miscellaneous work.
Job Location: 85-97 Point Grove Rd., Southwick, MA

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>	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	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>	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	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>	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</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 3 (BUILDING & SITE)</i>	12/02/2019	\$32.25	\$8.10	\$14.78	\$0.00	\$55.13
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$32.25	\$8.60	\$13.03	\$0.00	\$53.88
	12/01/2020	\$33.06	\$8.60	\$13.03	\$0.00	\$54.69
	06/01/2021	\$33.90	\$8.60	\$13.03	\$0.00	\$55.53
	12/01/2021	\$34.73	\$8.60	\$13.03	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	06/01/2020	\$33.39	\$12.80	\$8.95	\$0.00	\$55.14
	12/01/2020	\$34.29	\$12.80	\$8.95	\$0.00	\$56.04
ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$35.90	\$12.14	\$14.40	\$0.00	\$62.44
	12/01/2020	\$36.22	\$-	\$0.00	\$0.00	\$36.22
	06/01/2021	\$37.04	\$-	\$0.00	\$0.00	\$37.04
	12/01/2021	\$37.87	\$-	\$0.00	\$0.00	\$37.87
	06/01/2022	\$38.74	\$-	\$0.00	\$0.00	\$38.74
	12/01/2022	\$39.62	\$-	\$0.00	\$0.00	\$39.62
	06/01/2023	\$40.57	\$-	\$0.00	\$0.00	\$40.57
	12/01/2023	\$41.52	\$-	\$0.00	\$0.00	\$41.52
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$35.90	\$12.14	\$14.40	\$0.00	\$62.44
	12/01/2020	\$36.22	\$-	\$0.00	\$0.00	\$36.22
	06/01/2021	\$37.04	\$-	\$0.00	\$0.00	\$37.04
	12/01/2021	\$37.87	\$-	\$0.00	\$0.00	\$37.87
	06/01/2022	\$38.74	\$-	\$0.00	\$0.00	\$38.74
	12/01/2022	\$39.62	\$-	\$0.00	\$0.00	\$39.62
	06/01/2023	\$40.57	\$-	\$0.00	\$0.00	\$40.57
	12/01/2023	\$41.52	\$-	\$0.00	\$0.00	\$41.52
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$35.37	\$12.14	\$14.40	\$0.00	\$61.91
	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$32.25	\$8.10	\$14.78	\$0.00	\$55.13
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$32.25	\$8.60	\$13.03	\$0.00	\$53.88
	12/01/2020	\$33.06	\$8.60	\$13.03	\$0.00	\$54.69
	06/01/2021	\$33.90	\$8.60	\$13.03	\$0.00	\$55.53
	12/01/2021	\$34.73	\$8.60	\$13.03	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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)	08/01/2020	\$44.16	\$10.75	\$20.11	\$0.00	\$75.02
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	02/01/2021	\$44.71	\$10.75	\$20.11	\$0.00	\$75.57
	08/01/2021	\$46.11	\$10.75	\$20.27	\$0.00	\$77.13
	02/01/2022	\$46.64	\$10.75	\$20.27	\$0.00	\$77.66

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.08	\$10.75	\$20.11	\$0.00	\$52.94
2	60	\$26.50	\$10.75	\$20.11	\$0.00	\$57.36
3	70	\$30.91	\$10.75	\$20.11	\$0.00	\$61.77
4	80	\$35.33	\$10.75	\$20.11	\$0.00	\$66.19
5	90	\$39.74	\$10.75	\$20.11	\$0.00	\$70.60

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.36	\$10.75	\$20.11	\$0.00	\$53.22
2	60	\$26.83	\$10.75	\$20.11	\$0.00	\$57.69
3	70	\$31.30	\$10.75	\$20.11	\$0.00	\$62.16
4	80	\$35.77	\$10.75	\$20.11	\$0.00	\$66.63
5	90	\$40.24	\$10.75	\$20.11	\$0.00	\$71.10

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING <i>ENGINEERS LOCAL 98</i>	06/01/2020	\$35.90	\$12.14	\$14.40	\$0.00	\$62.44
	12/01/2020	\$36.22	\$-	\$0.00	\$0.00	\$36.22
	06/01/2021	\$37.04	\$-	\$0.00	\$0.00	\$37.04
	12/01/2021	\$37.87	\$-	\$0.00	\$0.00	\$37.87
	06/01/2022	\$38.74	\$-	\$0.00	\$0.00	\$38.74
	12/01/2022	\$39.62	\$-	\$0.00	\$0.00	\$39.62
	06/01/2023	\$40.57	\$-	\$0.00	\$0.00	\$40.57
	12/01/2023	\$41.52	\$-	\$0.00	\$0.00	\$41.52
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$40.30	\$8.60	\$17.24	\$0.00	\$66.14
	12/01/2020	\$41.28	\$8.60	\$17.24	\$0.00	\$67.12
	06/01/2021	\$42.30	\$8.60	\$17.24	\$0.00	\$68.14
	12/01/2021	\$43.31	\$8.60	\$17.24	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$39.15	\$8.60	\$17.24	\$0.00	\$64.99
	12/01/2020	\$40.13	\$8.60	\$17.24	\$0.00	\$65.97
	06/01/2021	\$41.15	\$8.60	\$17.24	\$0.00	\$66.99
	12/01/2021	\$42.16	\$8.60	\$17.24	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$39.15	\$8.60	\$17.24	\$0.00	\$64.99
	12/01/2020	\$40.13	\$8.60	\$17.24	\$0.00	\$65.97
	06/01/2021	\$41.15	\$8.60	\$17.24	\$0.00	\$66.99
	12/01/2021	\$42.16	\$8.60	\$17.24	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN</i>	09/01/2020	\$37.98	\$7.84	\$17.27	\$0.00	\$63.09
	03/01/2021	\$38.48	\$7.84	\$17.27	\$0.00	\$63.59
	09/01/2021	\$38.98	\$7.84	\$17.27	\$0.00	\$64.09
	03/01/2022	\$39.48	\$7.84	\$17.27	\$0.00	\$64.59
	09/01/2022	\$39.98	\$7.84	\$17.27	\$0.00	\$65.09
	03/01/2023	\$40.48	\$7.84	\$17.27	\$0.00	\$65.59

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.99	\$7.84	\$1.40	\$0.00	\$28.23
2	60	\$22.79	\$7.84	\$1.40	\$0.00	\$32.03
3	70	\$26.59	\$7.84	\$13.07	\$0.00	\$47.50
4	75	\$28.49	\$7.84	\$13.07	\$0.00	\$49.40
5	80	\$30.38	\$7.84	\$14.47	\$0.00	\$52.69
6	80	\$30.38	\$7.84	\$14.47	\$0.00	\$52.69
7	90	\$34.18	\$7.84	\$15.87	\$0.00	\$57.89
8	90	\$34.18	\$7.84	\$15.87	\$0.00	\$57.89

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.24	\$7.84	\$1.40	\$0.00	\$28.48
2	60	\$23.09	\$7.84	\$1.40	\$0.00	\$32.33
3	70	\$26.94	\$7.84	\$13.07	\$0.00	\$47.85
4	75	\$28.86	\$7.84	\$13.07	\$0.00	\$49.77
5	80	\$30.78	\$7.84	\$14.47	\$0.00	\$53.09
6	80	\$30.78	\$7.84	\$14.47	\$0.00	\$53.09
7	90	\$34.63	\$7.84	\$15.87	\$0.00	\$58.34
8	90	\$34.63	\$7.84	\$15.87	\$0.00	\$58.34

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$26.31/ 3&4 \$31.49/ 5&6 \$48.90/ 7&8 \$54.09

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2020	\$22.66	\$7.21	\$4.80	\$0.00	\$34.67
CARPENTERS-ZONE 3 (Wood Frame)	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 - 04/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.60	\$7.21	\$0.00	\$0.00	\$20.81
2	60	\$13.60	\$7.21	\$0.00	\$0.00	\$20.81
3	65	\$14.73	\$7.21	\$0.00	\$0.00	\$21.94
4	70	\$15.86	\$7.21	\$0.00	\$0.00	\$23.07
5	75	\$17.00	\$7.21	\$3.80	\$0.00	\$28.01
6	80	\$18.13	\$7.21	\$3.80	\$0.00	\$29.14
7	85	\$19.26	\$7.21	\$3.80	\$0.00	\$30.27
8	90	\$20.39	\$7.21	\$3.80	\$0.00	\$31.40

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

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.41/ 3&4 \$19.67/ 5&6 \$26.87/ 7&8 \$29.14

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	01/01/2020	\$41.94	\$12.70	\$17.64	\$0.62	\$72.90
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Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.97	\$12.70	\$15.41	\$0.00	\$49.08
2	60	\$25.16	\$12.70	\$17.64	\$0.62	\$56.12
3	65	\$27.26	\$12.70	\$17.64	\$0.62	\$58.22
4	70	\$29.36	\$12.70	\$17.64	\$0.62	\$60.32
5	75	\$31.46	\$12.70	\$17.64	\$0.62	\$62.42
6	80	\$33.55	\$12.70	\$17.64	\$0.62	\$64.51
7	90	\$37.75	\$12.70	\$17.64	\$0.62	\$68.71

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 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$35.37	\$12.14	\$14.40	\$0.00	\$61.91
	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$39.40	\$12.14	\$14.40	\$0.00	\$65.94
	12/01/2020	\$39.72	\$12.47	\$14.50	\$0.00	\$66.69
	06/01/2021	\$40.54	\$12.47	\$14.50	\$0.00	\$67.51
	12/01/2021	\$41.37	\$12.47	\$14.50	\$0.00	\$68.34
	06/01/2022	\$42.24	\$12.47	\$14.50	\$0.00	\$69.21
	12/01/2022	\$43.12	\$12.47	\$14.50	\$0.00	\$70.09
	06/01/2023	\$44.07	\$12.47	\$14.50	\$0.00	\$71.04
	12/01/2023	\$45.02	\$12.47	\$14.50	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 3</i>	07/01/2020	\$51.51	\$8.25	\$22.40	\$0.00	\$82.16
	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.76	\$8.25	\$0.00	\$0.00	\$34.01
2	55	\$28.33	\$8.25	\$6.05	\$0.00	\$42.63
3	60	\$30.91	\$8.25	\$6.60	\$0.00	\$45.76
4	65	\$33.48	\$8.25	\$7.15	\$0.00	\$48.88
5	70	\$36.06	\$8.25	\$19.10	\$0.00	\$63.41
6	75	\$38.63	\$8.25	\$19.65	\$0.00	\$66.53
7	80	\$41.21	\$8.25	\$20.20	\$0.00	\$69.66
8	90	\$46.36	\$8.25	\$21.30	\$0.00	\$75.91

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2019	\$39.30	\$8.10	\$16.60	\$0.00	\$64.00
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For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2019	\$40.30	\$8.10	\$16.60	\$0.00	\$65.00
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For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2019	\$40.05	\$8.10	\$16.60	\$0.00	\$64.75
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For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2019	\$40.30	\$8.10	\$16.60	\$0.00	\$65.00
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For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2019	\$40.05	\$8.10	\$16.60	\$0.00	\$64.75
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For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2019	\$39.30	\$8.10	\$16.60	\$0.00	\$64.00
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For apprentice rates see "Apprentice- LABORER"

DIVER PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</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 3)</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 3)</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
For apprentice rates see "Apprentice- PILE DRIVER"						
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	06/28/2020	\$44.01	\$11.25	\$12.82	\$0.00	\$68.08
	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

Apprentice - ELECTRICIAN - Local 7

Effective Date - 06/28/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.60	\$6.15	\$0.53	\$0.00	\$24.28
2	45	\$19.80	\$6.15	\$0.59	\$0.00	\$26.54
3	50	\$22.01	\$11.25	\$6.96	\$0.00	\$40.22
4	55	\$24.21	\$11.25	\$7.03	\$0.00	\$42.49
5	65	\$28.61	\$11.25	\$8.72	\$0.00	\$48.58
6	70	\$30.81	\$11.25	\$9.82	\$0.00	\$51.88

Effective Date - 01/03/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.84	\$6.90	\$0.54	\$0.00	\$25.28
2	45	\$20.07	\$6.90	\$0.60	\$0.00	\$27.57
3	50	\$22.31	\$11.50	\$7.02	\$0.00	\$40.83
4	55	\$24.54	\$11.50	\$7.09	\$0.00	\$43.13
5	65	\$29.00	\$11.50	\$8.81	\$0.00	\$49.31
6	70	\$31.23	\$11.50	\$9.94	\$0.00	\$52.67

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio:2:3****

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2020	\$54.85	\$15.73	\$18.41	\$0.00	\$88.99
	01/01/2021	\$56.69	\$15.88	\$19.31	\$0.00	\$91.88
	01/01/2022	\$58.62	\$16.03	\$20.21	\$0.00	\$94.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$15.73	\$0.00	\$0.00	\$43.16
2	55	\$30.17	\$15.73	\$18.41	\$0.00	\$64.31
3	65	\$35.65	\$15.73	\$18.41	\$0.00	\$69.79
4	70	\$38.40	\$15.73	\$18.41	\$0.00	\$72.54
5	80	\$43.88	\$15.73	\$18.41	\$0.00	\$78.02

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.35	\$15.88	\$0.00	\$0.00	\$44.23
2	55	\$31.18	\$15.88	\$19.31	\$0.00	\$66.37
3	65	\$36.85	\$15.88	\$19.31	\$0.00	\$72.04
4	70	\$39.68	\$15.88	\$19.31	\$0.00	\$74.87
5	80	\$45.35	\$15.88	\$19.31	\$0.00	\$80.54

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 41</i>	01/01/2020	\$38.40	\$15.73	\$18.41	\$0.00	\$72.54
	01/01/2021	\$39.68	\$15.88	\$19.31	\$0.00	\$74.87
	01/01/2022	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86

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

FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
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FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
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FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
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FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	06/28/2020	\$44.01	\$11.25	\$12.82	\$0.00	\$68.08
	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i>	06/28/2020	\$44.01	\$11.25	\$12.82	\$0.00	\$68.08
<i>LOCAL 7</i>	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$35.37	\$12.14	\$14.40	\$0.00	\$61.91
	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.22	\$12.14	\$14.40	\$0.00	\$47.76
2	70	\$24.76	\$12.14	\$14.40	\$0.00	\$51.30
3	80	\$28.30	\$12.14	\$14.40	\$0.00	\$54.84
4	90	\$31.83	\$12.14	\$14.40	\$0.00	\$58.37

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.41	\$12.47	\$14.50	\$0.00	\$48.38
2	70	\$24.98	\$12.47	\$14.50	\$0.00	\$51.95
3	80	\$28.55	\$12.47	\$14.50	\$0.00	\$55.52
4	90	\$32.12	\$12.47	\$14.50	\$0.00	\$59.09

Notes:

Steps 1-2 are 1000 hrs.; Steps 3-4 are 2000 hrs.

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$23.50	\$8.60	\$13.03	\$0.00	\$45.13
	12/01/2020	\$24.50	\$8.60	\$13.03	\$0.00	\$46.13
	06/01/2021	\$24.50	\$8.60	\$13.03	\$0.00	\$46.13
	12/01/2021	\$24.50	\$8.60	\$13.03	\$0.00	\$46.13

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

FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE III</i>	09/01/2020	\$37.88	\$7.84	\$17.27	\$0.00	\$62.99
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.94	\$7.84	\$1.40	\$0.00	\$28.18
2	55	\$20.83	\$7.84	\$1.40	\$0.00	\$30.07
3	60	\$22.73	\$7.84	\$13.07	\$0.00	\$43.64
4	65	\$24.62	\$7.84	\$13.07	\$0.00	\$45.53
5	70	\$26.52	\$7.84	\$14.47	\$0.00	\$48.83
6	75	\$28.41	\$7.84	\$14.47	\$0.00	\$50.72
7	80	\$30.30	\$7.84	\$15.87	\$0.00	\$54.01
8	85	\$32.20	\$7.84	\$15.87	\$0.00	\$55.91

Notes: Steps are 750 hrs.
 % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$26.29/ 3&4 \$31.43/ 5&6 \$48.83/ 7&8 \$54.01

Apprentice to Journeyworker Ratio:1:1

FORK LIFT <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$35.59	\$12.14	\$14.40	\$0.00	\$62.13
	12/01/2020	\$35.91	\$12.47	\$14.50	\$0.00	\$62.88
	06/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	12/01/2021	\$37.56	\$12.47	\$14.50	\$0.00	\$64.53
	06/01/2022	\$38.43	\$12.47	\$14.50	\$0.00	\$65.40
	12/01/2022	\$39.31	\$12.47	\$14.50	\$0.00	\$66.28
	06/01/2023	\$40.26	\$12.47	\$14.50	\$0.00	\$67.23
	12/01/2023	\$41.21	\$12.47	\$14.50	\$0.00	\$68.18

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$32.14	\$12.14	\$14.40	\$0.00	\$58.68
	12/01/2020	\$32.46	\$12.47	\$14.50	\$0.00	\$59.43
	06/01/2021	\$33.28	\$12.47	\$14.50	\$0.00	\$60.25
	12/01/2021	\$34.11	\$12.47	\$14.50	\$0.00	\$61.08
	06/01/2022	\$34.98	\$12.47	\$14.50	\$0.00	\$61.95
	12/01/2022	\$35.86	\$12.47	\$14.50	\$0.00	\$62.83
	06/01/2023	\$36.81	\$12.47	\$14.50	\$0.00	\$63.78
	12/01/2023	\$37.76	\$12.47	\$14.50	\$0.00	\$64.73

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$35.90	\$12.14	\$14.40	\$0.00	\$62.44
	12/01/2020	\$36.22	\$-	\$0.00	\$0.00	\$36.22
	06/01/2021	\$37.04	\$-	\$0.00	\$0.00	\$37.04
	12/01/2021	\$37.87	\$-	\$0.00	\$0.00	\$37.87
	06/01/2022	\$38.74	\$-	\$0.00	\$0.00	\$38.74
	12/01/2022	\$39.62	\$-	\$0.00	\$0.00	\$39.62
	06/01/2023	\$40.57	\$-	\$0.00	\$0.00	\$40.57
	12/01/2023	\$41.52	\$-	\$0.00	\$0.00	\$41.52

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i>	10/01/2020	\$36.85	\$10.64	\$17.33	\$1.94	\$66.76
	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i>	06/28/2020	\$44.01	\$11.25	\$12.82	\$0.00	\$68.08
	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	10/01/2020	\$36.85	\$10.64	\$17.33	\$1.94	\$66.76
	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	09/17/2020	\$42.21	\$9.30	\$16.60	\$0.00	\$68.11
	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	09/17/2020	\$42.21	\$9.30	\$16.60	\$0.00	\$68.11
	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$32.25	\$8.60	\$13.03	\$0.00	\$53.88
	12/01/2020	\$33.06	\$8.60	\$13.03	\$0.00	\$54.69
	06/01/2021	\$33.90	\$8.60	\$13.03	\$0.00	\$55.53
	12/01/2021	\$34.73	\$8.60	\$13.03	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2020	\$39.20	\$13.80	\$17.14	\$0.00	\$70.14
	09/01/2021	\$41.60	\$13.80	\$17.14	\$0.00	\$72.54
	09/01/2022	\$44.05	\$13.80	\$17.14	\$0.00	\$74.99

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

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.60	\$13.80	\$12.42	\$0.00	\$45.82
2	60	\$23.52	\$13.80	\$13.36	\$0.00	\$50.68
3	70	\$27.44	\$13.80	\$14.31	\$0.00	\$55.55
4	80	\$31.36	\$13.80	\$15.25	\$0.00	\$60.41

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.80	\$13.80	\$12.42	\$0.00	\$47.02
2	60	\$24.96	\$13.80	\$13.36	\$0.00	\$52.12
3	70	\$29.12	\$13.80	\$14.31	\$0.00	\$57.23
4	80	\$33.28	\$13.80	\$15.25	\$0.00	\$62.33

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
IRONWORKER/WELDER	09/16/2020	\$35.82	\$8.10	\$21.65	\$0.00	\$65.57
IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)	03/16/2021	\$36.67	\$8.10	\$21.65	\$0.00	\$66.42

Apprentice - IRONWORKER - Local 7 Springfield

Effective Date - 09/16/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.49	\$8.10	\$21.65	\$0.00	\$51.24
2	70	\$25.07	\$8.10	\$21.65	\$0.00	\$54.82
3	75	\$26.87	\$8.10	\$21.65	\$0.00	\$56.62
4	80	\$28.66	\$8.10	\$21.65	\$0.00	\$58.41
5	85	\$30.45	\$8.10	\$21.65	\$0.00	\$60.20
6	90	\$32.24	\$8.10	\$21.65	\$0.00	\$61.99

Effective Date - 03/16/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.00	\$8.10	\$21.65	\$0.00	\$51.75
2	70	\$25.67	\$8.10	\$21.65	\$0.00	\$55.42
3	75	\$27.50	\$8.10	\$21.65	\$0.00	\$57.25
4	80	\$29.34	\$8.10	\$21.65	\$0.00	\$59.09
5	85	\$31.17	\$8.10	\$21.65	\$0.00	\$60.92
6	90	\$33.00	\$8.10	\$21.65	\$0.00	\$62.75

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
LABORERS - ZONE 3 (BUILDING & SITE)						

For apprentice rates see "Apprentice- LABORER"

LABORER	12/02/2019	\$31.50	\$8.10	\$14.78	\$0.00	\$54.38
LABORERS - ZONE 3 (BUILDING & SITE)						

Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 12/02/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.90	\$8.10	\$14.78	\$0.00	\$41.78
2	70	\$22.05	\$8.10	\$14.78	\$0.00	\$44.93
3	80	\$25.20	\$8.10	\$14.78	\$0.00	\$48.08
4	90	\$28.35	\$8.10	\$14.78	\$0.00	\$51.23

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2020	\$31.50	\$8.60	\$13.03	\$0.00	\$53.13
	12/01/2020	\$32.31	\$8.60	\$13.03	\$0.00	\$53.94
	06/01/2021	\$33.15	\$8.60	\$13.03	\$0.00	\$54.78
	12/01/2021	\$33.98	\$8.60	\$13.03	\$0.00	\$55.61

Apprentice - LABORER (Heavy & Highway) - Zone 3

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.90	\$8.60	\$13.03	\$0.00	\$40.53
2	70	\$22.05	\$8.60	\$13.03	\$0.00	\$43.68
3	80	\$25.20	\$8.60	\$13.03	\$0.00	\$46.83
4	90	\$28.35	\$8.60	\$13.03	\$0.00	\$49.98

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.39	\$8.60	\$13.03	\$0.00	\$41.02
2	70	\$22.62	\$8.60	\$13.03	\$0.00	\$44.25
3	80	\$25.85	\$8.60	\$13.03	\$0.00	\$47.48
4	90	\$29.08	\$8.60	\$13.03	\$0.00	\$50.71

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2019	\$31.50	\$8.10	\$14.78	\$0.00	\$54.38
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For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
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For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2020	\$31.60	\$8.60	\$15.09	\$0.00	\$55.29
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For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2019	\$32.50	\$8.10	\$14.78	\$0.00	\$55.38
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For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86

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

LABORER: MULTI-TRADE TENDER LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2019	\$31.50	\$8.10	\$14.78	\$0.00	\$54.38
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For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2019	\$31.50	\$8.10	\$14.78	\$0.00	\$54.38
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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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>	08/01/2020	\$36.17	\$10.75	\$19.49	\$0.00	\$66.41
	02/01/2021	\$36.67	\$10.75	\$19.49	\$0.00	\$66.91
	08/01/2021	\$37.67	\$10.75	\$19.62	\$0.00	\$68.04
	02/01/2022	\$38.12	\$10.75	\$19.62	\$0.00	\$68.49

Apprentice - MARBLE-TILE FINISHER-Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.09	\$10.75	\$19.49	\$0.00	\$48.33
2	60	\$21.70	\$10.75	\$19.49	\$0.00	\$51.94
3	70	\$25.32	\$10.75	\$19.49	\$0.00	\$55.56
4	80	\$28.94	\$10.75	\$19.49	\$0.00	\$59.18
5	90	\$32.55	\$10.75	\$19.49	\$0.00	\$62.79

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.34	\$10.75	\$19.49	\$0.00	\$48.58
2	60	\$22.00	\$10.75	\$19.49	\$0.00	\$52.24
3	70	\$25.67	\$10.75	\$19.49	\$0.00	\$55.91
4	80	\$29.34	\$10.75	\$19.49	\$0.00	\$59.58
5	90	\$33.00	\$10.75	\$19.49	\$0.00	\$63.24

Notes:

Apprentice to Journeyworker Ratio:1:5

MARBLE MASON/TILE LAYER(SP/PT)SeeBrick
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE

See "BRICK/STONE/ARTIFICIAL MASONRY(INCL.MASONRY WATERPROOFING)

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$35.90	\$12.14	\$14.40	\$0.00	\$62.44
	12/01/2020	\$36.22	\$-	\$0.00	\$0.00	\$36.22
	06/01/2021	\$37.04	\$-	\$0.00	\$0.00	\$37.04
	12/01/2021	\$37.87	\$-	\$0.00	\$0.00	\$37.87
	06/01/2022	\$38.74	\$-	\$0.00	\$0.00	\$38.74
	12/01/2022	\$39.62	\$-	\$0.00	\$0.00	\$39.62
	06/01/2023	\$40.57	\$-	\$0.00	\$0.00	\$40.57
	12/01/2023	\$41.52	\$-	\$0.00	\$0.00	\$41.52

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MECHANIC/WELDER/BOOM TRUCK <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$35.37	\$12.14	\$14.40	\$0.00	\$61.91
	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 3) <i>MILLWRIGHTS LOCAL 1121 - Zone 3</i>	01/06/2020	\$36.71	\$9.40	\$20.45	\$0.00	\$66.56
	01/04/2021	\$37.96	\$9.40	\$20.45	\$0.00	\$67.81
	01/03/2022	\$39.21	\$9.40	\$20.45	\$0.00	\$69.06
	01/02/2023	\$40.46	\$9.40	\$20.45	\$0.00	\$70.31

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/06/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.19	\$9.40	\$5.58	\$0.00	\$35.17
2	65	\$23.86	\$9.40	\$16.90	\$0.00	\$50.16
3	75	\$27.53	\$9.40	\$17.92	\$0.00	\$54.85
4	85	\$31.20	\$9.40	\$18.93	\$0.00	\$59.53

Effective Date - 01/04/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.88	\$9.40	\$5.58	\$0.00	\$35.86
2	65	\$24.67	\$9.40	\$16.90	\$0.00	\$50.97
3	75	\$28.47	\$9.40	\$17.92	\$0.00	\$55.79
4	85	\$32.27	\$9.40	\$18.93	\$0.00	\$60.60

Notes: Step 1&2 Appr. indentured after 1/1/2020 receive no pension, but do receive annuity. (Step 1 \$5.58, Step 2 \$6.50)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
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For apprentice rates see "Apprentice- LABORER"

OILER <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$31.06	\$12.14	\$14.40	\$0.00	\$57.60
	12/01/2020	\$31.38	\$12.47	\$14.50	\$0.00	\$58.35
	06/01/2021	\$32.20	\$12.47	\$14.50	\$0.00	\$59.17
	12/01/2021	\$33.03	\$12.47	\$14.50	\$0.00	\$60.00
	06/01/2022	\$33.90	\$12.47	\$14.50	\$0.00	\$60.87
	12/01/2022	\$34.78	\$12.47	\$14.50	\$0.00	\$61.75
	06/01/2023	\$35.73	\$12.47	\$14.50	\$0.00	\$62.70
	12/01/2023	\$36.68	\$12.47	\$14.50	\$0.00	\$63.65

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$29.08	\$12.14	\$14.40	\$0.00	\$55.62
	12/01/2020	\$29.40	\$12.47	\$14.50	\$0.00	\$56.37
	06/01/2021	\$30.22	\$12.47	\$14.50	\$0.00	\$57.19
	12/01/2021	\$31.05	\$12.47	\$14.50	\$0.00	\$58.02
	06/01/2022	\$31.92	\$12.47	\$14.50	\$0.00	\$58.89
	12/01/2022	\$32.80	\$12.47	\$14.50	\$0.00	\$59.77
	06/01/2023	\$33.75	\$12.47	\$14.50	\$0.00	\$60.72
	12/01/2023	\$34.70	\$12.47	\$14.50	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 3</i>	07/01/2020	\$51.51	\$8.25	\$22.40	\$0.00	\$82.16
	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.76	\$8.25	\$0.00	\$0.00	\$34.01
2	55	\$28.33	\$8.25	\$6.05	\$0.00	\$42.63
3	60	\$30.91	\$8.25	\$6.60	\$0.00	\$45.76
4	65	\$33.48	\$8.25	\$7.15	\$0.00	\$48.88
5	70	\$36.06	\$8.25	\$19.10	\$0.00	\$63.41
6	75	\$38.63	\$8.25	\$19.65	\$0.00	\$66.53
7	80	\$41.21	\$8.25	\$20.20	\$0.00	\$69.66
8	90	\$46.36	\$8.25	\$21.30	\$0.00	\$75.91

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2020	\$34.88	\$8.25	\$18.50	\$0.00	\$61.63
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2021	\$35.43	\$8.25	\$18.85	\$0.00	\$62.53

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.44	\$8.25	\$0.00	\$0.00	\$25.69
2	55	\$19.18	\$8.25	\$3.91	\$0.00	\$31.34
3	60	\$20.93	\$8.25	\$4.26	\$0.00	\$33.44
4	65	\$22.67	\$8.25	\$4.62	\$0.00	\$35.54
5	70	\$24.42	\$8.25	\$16.37	\$0.00	\$49.04
6	75	\$26.16	\$8.25	\$16.73	\$0.00	\$51.14
7	80	\$27.90	\$8.25	\$17.08	\$0.00	\$53.23
8	90	\$31.39	\$8.25	\$17.79	\$0.00	\$57.43

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.72	\$8.25	\$0.00	\$0.00	\$25.97
2	55	\$19.49	\$8.25	\$4.02	\$0.00	\$31.76
3	60	\$21.26	\$8.25	\$4.38	\$0.00	\$33.89
4	65	\$23.03	\$8.25	\$4.75	\$0.00	\$36.03
5	70	\$24.80	\$8.25	\$16.66	\$0.00	\$49.71
6	75	\$26.57	\$8.25	\$17.03	\$0.00	\$51.85
7	80	\$28.34	\$8.25	\$17.39	\$0.00	\$53.98
8	90	\$31.89	\$8.25	\$18.12	\$0.00	\$58.26

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2020	\$32.20	\$8.25	\$18.50	\$0.00	\$58.95
PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$32.75	\$8.25	\$18.85	\$0.00	\$59.85

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.10	\$8.25	\$0.00	\$0.00	\$24.35
2	55	\$17.71	\$8.25	\$3.91	\$0.00	\$29.87
3	60	\$19.32	\$8.25	\$4.26	\$0.00	\$31.83
4	65	\$20.93	\$8.25	\$4.62	\$0.00	\$33.80
5	70	\$22.54	\$8.25	\$16.37	\$0.00	\$47.16
6	75	\$24.15	\$8.25	\$16.73	\$0.00	\$49.13
7	80	\$25.76	\$8.25	\$17.08	\$0.00	\$51.09
8	90	\$28.98	\$8.25	\$17.79	\$0.00	\$55.02

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.38	\$8.25	\$0.00	\$0.00	\$24.63
2	55	\$18.01	\$8.25	\$4.02	\$0.00	\$30.28
3	60	\$19.65	\$8.25	\$4.38	\$0.00	\$32.28
4	65	\$21.29	\$8.25	\$4.75	\$0.00	\$34.29
5	70	\$22.93	\$8.25	\$16.66	\$0.00	\$47.84
6	75	\$24.56	\$8.25	\$17.03	\$0.00	\$49.84
7	80	\$26.20	\$8.25	\$17.39	\$0.00	\$51.84
8	90	\$29.48	\$8.25	\$18.12	\$0.00	\$55.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2020	\$33.48	\$8.25	\$18.50	\$0.00	\$60.23
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$34.03	\$8.25	\$18.85	\$0.00	\$61.13

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.74	\$8.25	\$0.00	\$0.00	\$24.99
2	55	\$18.41	\$8.25	\$3.91	\$0.00	\$30.57
3	60	\$20.09	\$8.25	\$4.26	\$0.00	\$32.60
4	65	\$21.76	\$8.25	\$4.62	\$0.00	\$34.63
5	70	\$23.44	\$8.25	\$16.37	\$0.00	\$48.06
6	75	\$25.11	\$8.25	\$16.73	\$0.00	\$50.09
7	80	\$26.78	\$8.25	\$17.08	\$0.00	\$52.11
8	90	\$30.13	\$8.25	\$17.79	\$0.00	\$56.17

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.02	\$8.25	\$0.00	\$0.00	\$25.27
2	55	\$18.72	\$8.25	\$4.02	\$0.00	\$30.99
3	60	\$20.42	\$8.25	\$4.38	\$0.00	\$33.05
4	65	\$22.12	\$8.25	\$4.75	\$0.00	\$35.12
5	70	\$23.82	\$8.25	\$16.66	\$0.00	\$48.73
6	75	\$25.52	\$8.25	\$17.03	\$0.00	\$50.80
7	80	\$27.22	\$8.25	\$17.39	\$0.00	\$52.86
8	90	\$30.63	\$8.25	\$18.12	\$0.00	\$57.00

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2020	\$30.80	\$8.25	\$18.50	\$0.00	\$57.55
PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$31.35	\$8.25	\$18.85	\$0.00	\$58.45

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.40	\$8.25	\$0.00	\$0.00	\$23.65
2	55	\$16.94	\$8.25	\$3.91	\$0.00	\$29.10
3	60	\$18.48	\$8.25	\$4.26	\$0.00	\$30.99
4	65	\$20.02	\$8.25	\$4.62	\$0.00	\$32.89
5	70	\$21.56	\$8.25	\$16.37	\$0.00	\$46.18
6	75	\$23.10	\$8.25	\$16.73	\$0.00	\$48.08
7	80	\$24.64	\$8.25	\$17.08	\$0.00	\$49.97
8	90	\$27.72	\$8.25	\$17.79	\$0.00	\$53.76

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.68	\$8.25	\$0.00	\$0.00	\$23.93
2	55	\$17.24	\$8.25	\$4.02	\$0.00	\$29.51
3	60	\$18.81	\$8.25	\$4.38	\$0.00	\$31.44
4	65	\$20.38	\$8.25	\$4.75	\$0.00	\$33.38
5	70	\$21.95	\$8.25	\$16.66	\$0.00	\$46.86
6	75	\$23.51	\$8.25	\$17.03	\$0.00	\$48.79
7	80	\$25.08	\$8.25	\$17.39	\$0.00	\$50.72
8	90	\$28.22	\$8.25	\$18.12	\$0.00	\$54.59

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2020	\$31.50	\$8.60	\$13.03	\$0.00	\$53.13
	12/01/2020	\$32.31	\$8.60	\$13.03	\$0.00	\$53.94
	06/01/2021	\$33.15	\$8.60	\$13.03	\$0.00	\$54.78
	12/01/2021	\$33.98	\$8.60	\$13.03	\$0.00	\$55.61

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

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
	12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
	06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
	08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
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PILE DRIVER LOCAL 56 (ZONE 3)

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
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Apprentice - PILE DRIVER - Local 56 Zone 3

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;
 (Same as set in Zone 1)
 1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
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For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86

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

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	09/17/2020	\$42.21	\$9.30	\$16.60	\$0.00	\$68.11
	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER/PIPEFITTER - Local 104

Effective Date - 09/17/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.99	\$9.30	\$9.85	\$0.00	\$38.14
2	50	\$21.11	\$9.30	\$9.85	\$0.00	\$40.26
3	55	\$23.22	\$9.30	\$9.85	\$0.00	\$42.37
4	60	\$25.33	\$9.30	\$9.85	\$0.00	\$44.48
5	65	\$27.44	\$9.30	\$9.85	\$0.00	\$46.59
6	70	\$29.55	\$9.30	\$9.85	\$0.00	\$48.70
7	75	\$31.66	\$9.30	\$9.85	\$0.00	\$50.81
8	80	\$33.77	\$9.30	\$9.85	\$0.00	\$52.92
9	80	\$33.77	\$9.30	\$16.60	\$0.00	\$59.67
10	80	\$33.77	\$9.30	\$16.60	\$0.00	\$59.67

Effective Date - 03/17/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.44	\$9.30	\$9.85	\$0.00	\$38.59
2	50	\$21.61	\$9.30	\$9.85	\$0.00	\$40.76
3	55	\$23.77	\$9.30	\$9.85	\$0.00	\$42.92
4	60	\$25.93	\$9.30	\$9.85	\$0.00	\$45.08
5	65	\$28.09	\$9.30	\$9.85	\$0.00	\$47.24
6	70	\$30.25	\$9.30	\$9.85	\$0.00	\$49.40
7	75	\$32.41	\$9.30	\$9.85	\$0.00	\$51.56
8	80	\$34.57	\$9.30	\$9.85	\$0.00	\$53.72
9	80	\$34.57	\$9.30	\$16.60	\$0.00	\$60.47
10	80	\$34.57	\$9.30	\$16.60	\$0.00	\$60.47

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

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 104	09/17/2020	\$42.21	\$9.30	\$16.60	\$0.00	\$68.11
	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86

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

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$32.50	\$8.10	\$14.78	\$0.00	\$55.38
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$32.50	\$8.60	\$13.03	\$0.00	\$54.13
	12/01/2020	\$33.31	\$8.60	\$13.03	\$0.00	\$54.94
	06/01/2021	\$34.15	\$8.60	\$13.03	\$0.00	\$55.78
	12/01/2021	\$34.98	\$8.60	\$13.03	\$0.00	\$56.61
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$35.90	\$12.14	\$14.40	\$0.00	\$62.44
	12/01/2020	\$36.22	\$-	\$0.00	\$0.00	\$36.22
	06/01/2021	\$37.04	\$-	\$0.00	\$0.00	\$37.04
	12/01/2021	\$37.87	\$-	\$0.00	\$0.00	\$37.87
	06/01/2022	\$38.74	\$-	\$0.00	\$0.00	\$38.74
	12/01/2022	\$39.62	\$-	\$0.00	\$0.00	\$39.62
	06/01/2023	\$40.57	\$-	\$0.00	\$0.00	\$40.57
	12/01/2023	\$41.52	\$-	\$0.00	\$0.00	\$41.52
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$35.37	\$12.14	\$14.40	\$0.00	\$61.91
	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2020	\$22.44	\$11.07	\$6.50	\$0.00	\$40.01
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$34.76	\$12.14	\$14.40	\$0.00	\$61.30
	12/01/2020	\$35.08	\$12.47	\$14.50	\$0.00	\$62.05
	06/01/2021	\$35.90	\$12.47	\$14.50	\$0.00	\$62.87
	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
	12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	07/16/2020	\$33.66	\$11.75	\$16.20	\$0.00	\$61.61
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 248</i>	07/16/2020	\$33.16	\$11.75	\$15.70	\$0.00	\$60.61

Apprentice - ROOFER - Local 248

Effective Date - 07/16/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.90	\$11.75	\$0.00	\$0.00	\$31.65
2	65	\$21.55	\$11.75	\$15.70	\$0.00	\$49.00
3	70	\$23.21	\$11.75	\$15.70	\$0.00	\$50.66
4	75	\$24.87	\$11.75	\$15.70	\$0.00	\$52.32
5	80	\$26.53	\$11.75	\$15.70	\$0.00	\$53.98
6	85	\$28.19	\$11.75	\$15.70	\$0.00	\$55.64
7	90	\$29.84	\$11.75	\$15.70	\$0.00	\$57.29
8	95	\$31.50	\$11.75	\$15.70	\$0.00	\$58.95

Notes:

Steps are 750 hrs.Roofeer(Tear Off)1:1; Same as above

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 248	07/16/2020	\$33.66	\$11.75	\$16.20	\$0.00	\$61.61
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For apprentice rates see "Apprentice- ROOFER"

SCRAPER OPERATING ENGINEERS LOCAL 98	06/01/2020	\$35.37	\$12.14	\$14.40	\$0.00	\$61.91
	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) OPERATING ENGINEERS LOCAL 98	06/01/2020	\$34.76	\$12.14	\$14.40	\$0.00	\$61.30
	12/01/2020	\$35.08	\$12.47	\$14.50	\$0.00	\$62.05
	06/01/2021	\$35.90	\$12.47	\$14.50	\$0.00	\$62.87
	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
	12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-PROPELLED POWER BROOM OPERATING ENGINEERS LOCAL 98	06/01/2020	\$32.14	\$12.14	\$14.40	\$0.00	\$58.68
	12/01/2020	\$32.46	\$12.47	\$14.50	\$0.00	\$59.43
	06/01/2021	\$33.28	\$12.47	\$14.50	\$0.00	\$60.25
	12/01/2021	\$34.11	\$12.47	\$14.50	\$0.00	\$61.08
	06/01/2022	\$34.98	\$12.47	\$14.50	\$0.00	\$61.95
	12/01/2022	\$35.86	\$12.47	\$14.50	\$0.00	\$62.83
	06/01/2023	\$36.81	\$12.47	\$14.50	\$0.00	\$63.78
	12/01/2023	\$37.76	\$12.47	\$14.50	\$0.00	\$64.73

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 63	10/01/2020	\$36.85	\$10.64	\$17.33	\$1.94	\$66.76
	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 10/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$16.58	\$4.79	\$4.67	\$0.78	\$26.82
2	50	\$18.43	\$5.32	\$5.19	\$0.87	\$29.81
3	55	\$20.27	\$5.85	\$9.33	\$1.06	\$36.51
4	60	\$22.11	\$6.38	\$9.33	\$1.13	\$38.95
5	65	\$23.95	\$6.92	\$9.33	\$1.21	\$41.41
6	70	\$25.80	\$7.45	\$9.33	\$1.28	\$43.86
7	75	\$27.64	\$7.98	\$9.33	\$1.35	\$46.30
8	80	\$29.48	\$8.51	\$16.29	\$1.63	\$55.91
9	85	\$31.32	\$9.04	\$16.29	\$1.70	\$58.35
10	90	\$33.17	\$9.58	\$16.29	\$1.77	\$60.81

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$16.76	\$4.79	\$4.67	\$0.79	\$27.01
2	50	\$18.62	\$5.32	\$5.19	\$0.87	\$30.00
3	55	\$20.48	\$5.85	\$9.33	\$1.07	\$36.73
4	60	\$22.34	\$6.38	\$9.33	\$1.14	\$39.19
5	65	\$24.21	\$6.92	\$9.33	\$1.21	\$41.67
6	70	\$26.07	\$7.45	\$9.33	\$1.29	\$44.14
7	75	\$27.93	\$7.98	\$9.33	\$1.36	\$46.60
8	80	\$29.79	\$8.51	\$16.29	\$1.64	\$56.23
9	85	\$31.65	\$9.04	\$16.29	\$1.71	\$58.69
10	90	\$33.52	\$9.58	\$16.29	\$1.78	\$61.17

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	01/01/2019	\$41.51	\$10.02	\$13.08	\$0.00	\$64.61

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.68	\$7.75	\$0.00	\$0.00	\$26.43
2	50	\$20.76	\$7.75	\$0.00	\$0.00	\$28.51
3	55	\$22.83	\$10.02	\$7.25	\$0.00	\$40.10
4	60	\$24.91	\$10.02	\$7.25	\$0.00	\$42.18
5	65	\$26.98	\$10.02	\$7.50	\$0.00	\$44.50
6	70	\$29.06	\$10.02	\$7.50	\$0.00	\$46.58
7	75	\$31.13	\$10.02	\$7.50	\$0.00	\$48.65
8	80	\$33.21	\$10.02	\$7.50	\$0.00	\$50.73
9	85	\$35.28	\$10.02	\$7.50	\$0.00	\$52.80
10	90	\$37.36	\$10.02	\$7.50	\$0.00	\$54.88

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 7</i>	06/28/2020	\$44.01	\$11.25	\$12.82	\$0.00	\$68.08
	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 06/28/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.60	\$6.15	\$0.53	\$0.00	\$24.28
2	45	\$19.80	\$6.15	\$0.59	\$0.00	\$26.54
3	50	\$22.01	\$11.25	\$6.96	\$0.00	\$40.22
4	55	\$24.21	\$11.25	\$7.03	\$0.00	\$42.49
5	65	\$28.61	\$11.25	\$8.72	\$0.00	\$48.58
6	70	\$30.81	\$11.25	\$9.82	\$0.00	\$51.88

Effective Date - 01/03/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.84	\$6.90	\$0.54	\$0.00	\$25.28
2	45	\$20.07	\$6.90	\$0.60	\$0.00	\$27.57
3	50	\$22.31	\$11.50	\$7.02	\$0.00	\$40.83
4	55	\$24.54	\$11.50	\$7.09	\$0.00	\$43.13
5	65	\$29.00	\$11.50	\$8.78	\$0.00	\$49.28
6	70	\$31.23	\$11.50	\$9.89	\$0.00	\$52.62

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	08/01/2020	\$54.69	\$10.75	\$22.09	\$0.00	\$87.53
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/01/2021	\$55.33	\$10.75	\$22.09	\$0.00	\$88.17
	08/01/2021	\$56.73	\$10.75	\$22.25	\$0.00	\$89.73
	02/01/2022	\$57.32	\$10.75	\$22.25	\$0.00	\$90.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER-Local 3 Marble/Tile (Spr/Ptt)

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.35	\$10.75	\$22.09	\$0.00	\$60.19
2	60	\$32.81	\$10.75	\$22.09	\$0.00	\$65.65
3	70	\$38.28	\$10.75	\$22.09	\$0.00	\$71.12
4	80	\$43.75	\$10.75	\$22.09	\$0.00	\$76.59
5	90	\$49.22	\$10.75	\$22.09	\$0.00	\$82.06

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.67	\$10.75	\$22.09	\$0.00	\$60.51
2	60	\$33.20	\$10.75	\$22.09	\$0.00	\$66.04
3	70	\$38.73	\$10.75	\$22.09	\$0.00	\$71.57
4	80	\$44.26	\$10.75	\$22.09	\$0.00	\$77.10
5	90	\$49.80	\$10.75	\$22.09	\$0.00	\$82.64

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC	08/01/2020	\$55.77	\$10.75	\$22.08	\$0.00	\$88.60
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/01/2021	\$56.41	\$10.75	\$22.08	\$0.00	\$89.24
	08/01/2021	\$57.81	\$10.75	\$22.24	\$0.00	\$90.80
	02/01/2022	\$58.38	\$10.75	\$22.24	\$0.00	\$91.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.89	\$10.75	\$22.08	\$0.00	\$60.72
2	60	\$33.46	\$10.75	\$22.08	\$0.00	\$66.29
3	70	\$39.04	\$10.75	\$22.08	\$0.00	\$71.87
4	80	\$44.62	\$10.75	\$22.08	\$0.00	\$77.45
5	90	\$50.19	\$10.75	\$22.08	\$0.00	\$83.02

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.21	\$10.75	\$22.08	\$0.00	\$61.04
2	60	\$33.85	\$10.75	\$22.08	\$0.00	\$66.68
3	70	\$39.49	\$10.75	\$22.08	\$0.00	\$72.32
4	80	\$45.13	\$10.75	\$22.08	\$0.00	\$77.96
5	90	\$50.77	\$10.75	\$22.08	\$0.00	\$83.60

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$40.55	\$8.60	\$17.24	\$0.00	\$66.39
	12/01/2020	\$41.53	\$8.60	\$17.24	\$0.00	\$67.37
	06/01/2021	\$42.55	\$8.60	\$17.24	\$0.00	\$68.39
	12/01/2021	\$43.56	\$8.60	\$17.24	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$39.27	\$8.60	\$17.24	\$0.00	\$65.11
	12/01/2020	\$40.25	\$8.60	\$17.24	\$0.00	\$66.09
	06/01/2021	\$41.27	\$8.60	\$17.24	\$0.00	\$67.11
	12/01/2021	\$42.28	\$8.60	\$17.24	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2020	\$39.15	\$8.60	\$17.24	\$0.00	\$64.99
	12/01/2020	\$40.13	\$8.60	\$17.24	\$0.00	\$65.97
	06/01/2021	\$41.15	\$8.60	\$17.24	\$0.00	\$66.99
	12/01/2021	\$42.16	\$8.60	\$17.24	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2020	\$34.76	\$12.14	\$14.40	\$0.00	\$61.30
	12/01/2020	\$35.08	\$12.47	\$14.50	\$0.00	\$62.05
	06/01/2021	\$35.90	\$12.47	\$14.50	\$0.00	\$62.87
	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
	12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2020	\$51.38	\$8.60	\$17.69	\$0.00	\$77.67
	12/01/2020	\$52.36	\$8.60	\$17.69	\$0.00	\$78.65
	06/01/2021	\$53.38	\$8.60	\$17.69	\$0.00	\$79.67
	12/01/2021	\$54.39	\$8.60	\$17.69	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2020	\$53.38	\$8.60	\$17.69	\$0.00	\$79.67
	12/01/2020	\$54.36	\$8.60	\$17.69	\$0.00	\$80.65
	06/01/2021	\$55.38	\$8.60	\$17.69	\$0.00	\$81.67
	12/01/2021	\$56.39	\$8.60	\$17.69	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2020	\$43.45	\$8.60	\$17.69	\$0.00	\$69.74
	12/01/2020	\$44.43	\$8.60	\$17.69	\$0.00	\$70.72
	06/01/2021	\$45.45	\$8.60	\$17.69	\$0.00	\$71.74
	12/01/2021	\$46.46	\$8.60	\$17.69	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2020	\$45.45	\$8.60	\$17.69	\$0.00	\$71.74
	12/01/2020	\$46.43	\$8.60	\$17.69	\$0.00	\$72.72
	06/01/2021	\$47.45	\$8.60	\$17.69	\$0.00	\$73.74
	12/01/2021	\$48.46	\$8.60	\$17.69	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/02/2019	\$31.75	\$8.10	\$14.78	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2020	\$31.75	\$8.60	\$13.03	\$0.00	\$53.38
	12/01/2020	\$32.56	\$8.60	\$13.03	\$0.00	\$54.19
	06/01/2021	\$33.40	\$8.60	\$13.03	\$0.00	\$55.03
	12/01/2021	\$34.23	\$8.60	\$13.03	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	09/17/2020	\$42.21	\$9.30	\$16.60	\$0.00	\$68.11
	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Outside Electrical - West						
EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$44.67	\$8.00	\$12.55	\$0.00	\$65.22
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$30.58	\$8.00	\$5.48	\$0.00	\$44.06
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN / TRUCK DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$39.97	\$8.00	\$10.96	\$0.00	\$58.93
For apprentice rates see "Apprentice- LINEMAN"						
HEAVY EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$47.01	\$8.00	\$13.22	\$0.00	\$68.23
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$51.71	\$8.00	\$15.55	\$0.00	\$75.26

Apprentice - LINEMAN (Outside Electrical) - West Local 42

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$31.03	\$8.00	\$3.43	\$0.00	\$42.46
2	65	\$33.61	\$8.00	\$3.51	\$0.00	\$45.12
3	70	\$36.20	\$8.00	\$3.59	\$0.00	\$47.79
4	75	\$38.78	\$8.00	\$5.16	\$0.00	\$51.94
5	80	\$41.37	\$8.00	\$5.24	\$0.00	\$54.61
6	85	\$43.95	\$8.00	\$5.32	\$0.00	\$57.27
7	90	\$46.54	\$8.00	\$7.40	\$0.00	\$61.94

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TRACTOR-TRAILER DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$44.67	\$8.00	\$12.55	\$0.00	\$65.22

Additional Apprentices 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. Apprentices 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.

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

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

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

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

STATEMENT OF COMPLIANCE

_____, 20_____

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

do hereby state:

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

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

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

Signature _____

Title _____

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



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

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES NO

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above

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

Date Received by Awarding Authority / /
--

Section G. – Proposal with Bid Forms

Proposal

Board of Directors Vote

Non-Collusive Affidavit

Statement of Tax Compliance (REAP)

Certificate of Compliance with Massachusetts Employment Security Laws

Contract Form

Schedule of Participation by Minority or Women Business Enterprises

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

Minority or Women's Business Enterprise Participation

Commonwealth Terms and Conditions

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

Electronic Fund Transfer Signup Form

PROPOSAL

FOR Proposed Public Access Facility Improvements, Fishing Pier Repairs, Congamond Lake, Southwick, MA; COMMONWEALTH OF MASSACHUSETTS, (Department of Fish and Game, Office of Fishing and Boating Access);

LOCATION

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

"Proposed Public Access Facility Improvements, Fishing Pier Repairs, Congamond Lake, Southwick, MA" by Department of Fish and Game, Office of Fishing and Boating Access, dated September 25, 2020, consisting of 1 sheet.

This Proposal includes Addendum numbered _____.

To the Party of the First Part:

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

QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1 LS	Miscellaneous, the lump sum price of _____ Per Lump Sum		
1LS	Demolition, the lump sum price of _____ Per Lump Sum		
1 LS	Timber Decking, the lumps sum price of _____ Per Lump Sum		
	_____ (Written in Words)		

The foregoing prices shall include the furnishing of all materials (except as herein otherwise specified) the performing of all the labor requisite or proper, and the providing of all the necessary machinery, tools, apparatus and other means of construction, the doing of all the above mentioned work in the manner set forth, described and shown in the specification and on the drawings for the work and in the form of the contract, and the completion thereof by **May 1, 2020**. The period of work shall begin from the day when the Contractor's copy of the contract will have been delivered.

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

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

Signed by: _____ Title: _____

Federal Employers Identification No. or
Social Security No. _____

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

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

Owner or Partner	Address
------------------	---------

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

President

Treasurer

Clerk

State here if bid is submitted by joint venture: _____

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

The proposed surety on the bond to be given is:

SAMPLE

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

_____ held on _____ at which
(Date)

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

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

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

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

officer _____ of

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

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

A true copy

ATTEST: _____
(Clerk)

Place of business _____

Date of this contract _____

I hereby certify that I am the Clerk of the _____

_____ that
(Name of Corporation)

_____ is the duly elected officer
(Name)

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

(Clerk)

Corporate Seal

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____) ss.
County of _____)

_____ being first sworn, depose and says:

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

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

Signature of:

Bidder, if bidder is an individual

Partner, if the bidder is a corporation

Subscribed and sworn to before
me this ____ day of _____, 20 ____

Notary Public Seal

My commission expires _____

REVENUE ENFORCEMENT AND PROTECTION CERTIFICATION (REAP)

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

I, _____

authorized signatory for _____

whose principal place of business is at _____

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

has complied with any and all applicable state tax laws.

Name of Corporation _____
Or Company

Title of Person signing _____

Signature _____ Date _____

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

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

Include the following information:

Name, address and telephone number of the corporation.

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

Power of Attorney Form M-2848, if applicable.

Signature of a major officer of the corporation.

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

**CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS EMPLOYMENT SECURITY LAW**

Pursuant to G.L. c. 151A, s. 19A(b), I, _____,
(Name and Title)

signing on behalf of _____,
(Name and Title)

hereby certify that the aforementioned employer has complied with all employment
security laws of the Commonwealth of Massachusetts relating to contributions and
payments in lieu of contributions.

Signed under the penalties of perjury this _____ day of _____, 20____.

(Signature)

CONTRACT

THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF FISH AND GAME Office of Fishing and Boating Access

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

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

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

Project No.: PA-383

Itemized Proposal with Special Provisions for Proposed Public Access Facility Improvements, Fishing Pier Repairs, Congamond Lake, Southwick, MA

Bid Amount: \$

Construction Completion Date: May 1, 2021

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

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

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

_____ Its _____

and _____ Its _____

thereto duly authorized, and the said Commonwealth has executed these presents by its Office of Fishing and Boating Access on the year and day above written

Director, DF&G-Office of Fishing and Boating Access

BY _____ Contractor

Corporate Seal

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

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

PROJECT NUMBER: PA-383
PROJECTION LOCATION: Congamond Lake, Southwick, MA
DATE OF BID OPENING: _____

Name, Address and Phone Number of M/WBE	Name of Activity	(a.) M/WBE Contractor Activity Amount	(b.) M/WBE Other Business Amount	(c.) Total Amount eligible for credit under rules in Section VIII of the Special Provisions
Total Bid Amount \$	Totals	\$		\$
	M/WBE Percentage of Total bid:	%		%

Column (a.) must be at least one-half of the M/WBE percentage goals.

SIGNATURE: _____ DATE: _____ Tel. No. _____

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

Bidders are cautioned to read the Special Provision for Participation by Minority or Women Business Enterprises.

To be submitted within seven days after the bid opening date

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

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

PROJECT NUMBER: PA-383
PROJECTION LOCATION: Congamond Lake, Southwick, MA
DATE OF BID OPENING: _____

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

TO: _____
(Name of Prime Contractor)

1. My company is currently certified as an MBE or WBE by the State Office of Minority and Women Business Assistance. There have been no changes affecting the ownership, control or independence of my since my last certification review.
2. If any such change occurs prior to my company's completion of this proposed work, I will give written notification to your firm and to the DF&G-Office of Fishing and Boating Access.
3. (For contractor activity only.) My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval from OFBA; (1) a resume stating the qualifications and experience of the superintendent or foreperson who will supervise on site-work; (2) a list of equipment owned or leased by my firm for use on the project; (3) a list of all projects (public or private) which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall include, for each project, the name, telephone number of a contact person for the contracting organization, the dollar value of the work, description of the work, and my firm's work schedule for the project.
4. If you are awarded the contract, my company intends to enter into an agreement with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
5. My firm has the ability to manage, supervise and perform the activity described on the following page.

SIGNATURE: _____ DATE: _____
(M/WBE)

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

To be submitted within seven days after the bid opening date

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

MINORITY OR WOMEN'S BUSINESS ENTERPRISE PARTICIPATION

PROJECT NUMBER: PA-383
PROJECTION LOCATION: Congamond Lake, Southwick, MA
DATE OF BID OPENING: _____

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

SIGNATURE: _____ DATE: _____
(M/WBE)

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

To be submitted within seven days after the bid opening date



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

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

any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

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

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

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

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

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

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

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

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



COMMONWEALTH TERMS AND CONDITIONS

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The

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

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: _____

Title: _____

Date: _____

(Check One): _____ Organization _____ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

Business name, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Legal Address: number, street, and apt. or suite no. **Remittance Address:** if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

Phone # () Fax # () Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No ___ Yes ___ If yes, **in compliance with** the State Ethics Commission **requirements**.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here	Authorized Signature ▶	Date ▶
------------------	-------------------------------	---------------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

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

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

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

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

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

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

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov. Any entity that does not have a DUNS number can apply for one on-line at www.DNB.com under the DNB D-U-N Number Tab.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The actual owner ¹
b. So-called trust account that is not a legal or valid trust under state law	
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.



COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE COMPTROLLER

Electronic Funds Transfer Sign Up Form

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

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

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

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

[] I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

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

VENDOR BANK INFORMATION

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

Filling out this field is a requirement for changing account number

Vendor Bank Old Account Number: _____
Account Type: _____

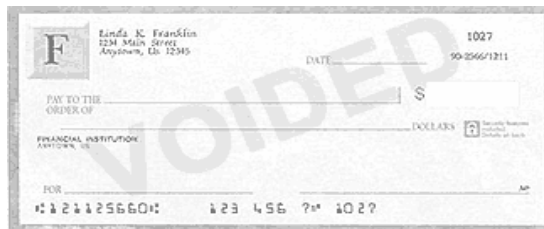
VENDOR INFORMATION

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

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

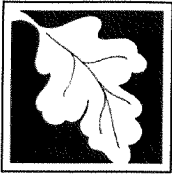
AUTHORIZED SIGNATURE: _____
Print Name: _____ Title: _____ Date: _____

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



Section H. – Permits

Determination of Applicability RDA No. 85-97



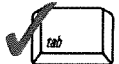
Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

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

A. General Information

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



From:

Southwick
Conservation Commission

To: Applicant

Douglas Cameron / DFG Office of Fishing
& Boating Access

1 Rabbit Hill Road

Mailing Address

Westborough

City/Town

MA

State

01581

Zip Code

Property Owner (if different from applicant):

Name

Mailing Address

City/Town

State

Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Proposed Public Access Facility Improvements, Handicapped
Accessible Fishing Pier, Congamond Lake, Southwick, MA

09/25/2020

Date

Title

Date

Title

Date

2. Date Request Filed:

10/27/2020

B. Determination

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

Replace decking on the existing fishing pier. All work to be performed from on top of the pier.
No work within the waterway or surrounding resource areas. Demolition debris shall be
disposed of properly.

Project Location:

85-97 Point Grove Road

Street Address

114

Assessors Map/Plat Number

Southwick

City/Town

175

Parcel/Lot Number

B. Determination (cont.)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

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

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

- 1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.
- 2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

- 2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

- 3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.
- 4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).
- 5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

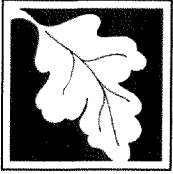
Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name

Ordinance or Bylaw Citation

B. Determination (cont.)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

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

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:
-
-

7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):

- Alternatives limited to the lot on which the project is located.
- Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
- Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
- Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).
-
-

4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.

B. Determination (cont.)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

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

- 5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

- 6. The area and/or work described in the Request is not subject to review and approval by:

Southwick
Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Southwick Wetland Bylaws and Regulations
Name

182 & 450
Ordinance or Bylaw Citation

C. Authorization

This Determination is issued to the applicant and delivered as follows:

- by hand delivery on
- by certified mail, return receipt requested on

Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/>) and the property owner (if different from the applicant).

Signatures:

[Handwritten signatures]

11/16/2020
Date

D. Appeals



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

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

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
**Request for Departmental Action Fee
Transmittal Form**

DEP File Number:

Provided by DEP

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

A. Request Information

1. Location of Project

a. Street Address

b. City/Town, Zip

c. Check number

d. Fee amount

2. Person or party making request (if appropriate, name the citizen group's representative):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

4. DEP File Number:

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



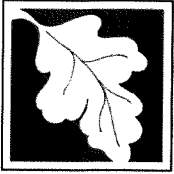
B. Instructions

1. When the Departmental action request is for (check one):

- Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- Superseding Determination of Applicability – Fee: \$120
- Superseding Order of Resource Area Delineation – Fee: \$120

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
Request for Departmental Action Fee
Transmittal Form

DEP File Number:

Provided by DEP

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

B. Instructions (cont.)

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Section I. – Contract Plans