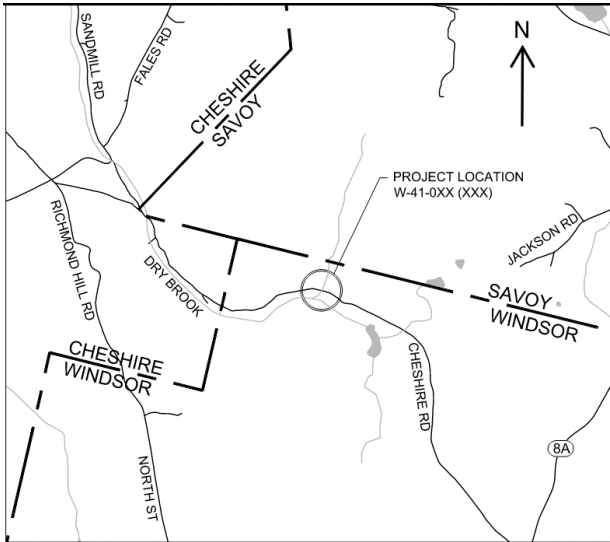


BRIDGE #W-41-003 – Cheshire Road Over Dry Brook Windsor, Massachusetts



INVITATION FOR BIDS 2025-2154 Bids due February 18, 2025 at 2pm

Contact Information:

Ellen Batchelder, MCPPO
Assistant Procurement Officer
Franklin Regional Council of Governments
12 Olive Street, Suite 2
Greenfield, MA 01301

413-774-3167 X131
FAX: 413-774-3169

Email: ebatchelder@frcog.org
Bid docs available at <http://frcog.org/bids>

Awarding Authority:

Town of Windsor, MA



Engineering Plans and Specifications by:
Gill Engineering
Needham, MA

INVITATION FOR BIDS

BRIDGE #W-41-003 – CHESHIRE ROAD OVER DRY BROOK FRCOG IFB 2025-2154

The Franklin Regional Council of Governments (FRCOG) will accept sealed bids on behalf of the Town of Windsor, MA for complete culvert replacement with a bridge structure on Cheshire Road over Dry Brook in Windsor, MA.

Sealed bids should be marked "**CHESHIRE ROAD OVER DRY BROOK**" and will be received by the Franklin Regional Council of Governments, 12 Olive St. Suite 2, Greenfield, MA 01301, until **February 18, 2025 at 2 PM**. Bids received after the deadline will not be accepted. If the FRCOG office is closed for any reason, bids will be opened the following business day at 2PM. *Submit one original and one copy of the bid.*

ALL INTERESTED PARTIES ARE ENCOURAGED TO REVIEW THIS INVITATION FOR BIDS; **HOWEVER THIS IFB SHOULD BE CONSIDERED INFORMAL** AND ONLY BIDS FROM MASSDOT PREQUALIFIED CONTRACTORS IN THE REQUISITE CLASS OF WORK WILL BE CONSIDERED FOR AWARD. ALL CONTRACTORS SHOULD CONFIRM THEIR ELIGIBILITY BEFORE BIDDING. A BIDDER MAY OFFER BIDS UP TO THEIR PREQUALIFICATION AMOUNT.

PREQUALIFICATION AMOUNT: \$741,440.00
THE CLASS OF WORK IS: BRIDGE - CONSTRUCTION

Wage rates for this bid are subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive. This bid is being undertaken per MGL Ch 30 §39M requiring a 5% bid bond/deposit and 50% Labor and Materials Payment Bond.

Qualified bidders who are Minority/Women/Disabled Owned Business Enterprises (M/W/D/BE) businesses are encouraged to apply. Other qualified bidders are encouraged to partner with disadvantaged businesses. A listing of certified disadvantaged businesses can be found at <http://www.mass.gov/sdo>. Affirmative Action, Equal Opportunity, and Workforce Participation goals apply.

There will be no pre-bid meeting. Potential contractors are invited to visit the project site and send written questions via email to the FRCOG Assistant Procurement Officer at ebatchelder@frcog.org no later than 4 PM on 2/3/2025 and they will be addressed via an addendum.

Specifications, and bid instructions are available for download from <https://frcog.org/bids>. Plans and additional reports accessible via Dropbox links (provided in this document). Downloading from the FRCOG site will allow for automatic notification of any addenda or clarifications.

The Town of Windsor is the awarding authority and reserves the right to accept or reject any or all bids in total or in part as they may deem in the best public interest.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

By: *Laura Phelps, Chief Procurement Officer*

January 15, 2025

The Franklin Regional Council of Governments (FRCOG) and the Town do not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

Advertisement for Public Works Construction Services (MGL Ch 30, §39M)

[] Berkshire Eagle Legal Ad	January 15, 2025
[] FRCOG Webpage	January 15, 2025
[] Posted at Windsor Town Hall	January 15, 2025
[] Central Register	January 15, 2025
[] COMMBUYS	January 15, 2025

CRITICAL DATES

Deadline for Written Questions February 3, 2025, 4PM
There will be no pre-bid meeting.
Send questions to ebatchelder@frcog.org

Addenda issued to Planholders February 10, 2025

SEALED BIDS DUE February 18, 2025 at 2PM

ESTIMATED DATES

Notice of Award February 27, 2025
Contract Executed March 13, 2025
Work Completed by September 30, 2025

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BID PACKAGE TABLE OF CONTENTS

	IFB Page(s)
Invitation for Bids – Public Notice	1-2
Schedule of Critical and Estimated Dates, Document Links	3-4
Project Description	5
Special Provisions/Technical Specifications	6-36
Including:	
Appendix A Locus Map	37
Appendix B Notice of Intent / Permitting Plans	38-43
Appendix C WPA-5 Order of Conditions	44-54
Appendix D US Army Corp of Engineers Self Verification / Notification Form	55-58
General Instructions to Bidders	59-62
Bid Forms	63-66
Attachment A Sample Contract Document and Payment Bond Form	67-88
Attachment B Certified Payroll Reporting Forms and PW Schedule	89-end

UNDER SEPARATE COVER

The following documents for IFB 2025-2154 are available at the following **DROPBOX** locations:

EXHIBIT 1 GILL ENGINEERING DESIGN PLANS

<https://www.dropbox.com/scl/fi/48v8t1k4ot48hyp8x3anv/2024118-MassDOT-W41033-Approved-Plans.pdf?rlkey=siggavcm4wabc0ayohqmsqy61&st=v0ykum84&dl=0>

EXHIBIT 2 SELF VERIFICATION / NOTIFICATION FORMS:

- Historic Property Notification Form
- Self-Verification Notification Form
- Project Locus
- 11 x 17 Environmental Permit Plans

<https://www.dropbox.com/scl/fi/k2acuo1wrdbigwc3r0gy/W41033-Self-Verification.pdf?rlkey=ywgrowylxznw7f0t6xxrcxpst&st=jycveapj&dl=0>

PROJECT DESCRIPTION SUMMARY

Bridge #W-41-003 on Cheshire Road over Dry Brook

The work includes the complete replacement of the deteriorated existing 4 foot diameter metal pipe culvert with a proposed 16'-6¼" clear skewed span precast concrete 3-sided frame bridge with precast approach slabs, on precast spread footings and precast concrete wingwalls. The work shall include installation of temporary control of water measures, bridge excavation, demolition of the existing culvert and wingwalls to the limits shown on the plans, installation of the proposed bridge and wingwalls, installation of steel thrie beam guard rail, streambed restoration, and full depth pavement and final paving over the bridge and the approaches.

Funding for this project is from the Culvert Replacement Municipal Assistance (CRMA) Program, administered by the Massachusetts Department of Fish and Game, Division of Ecological Restoration (DER) and Town Funds.

The project is to be completed no later than September 30, 2025.

TECHNICAL SPECIFICATIONS

TOWN OF WINDSOR BRIDGE NO. W-41-033 (CPY) , CHESHIRE ROAD OVER DRY BROOK TRIBUTARY

SPECIAL PROVISIONS TO THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION – HIGHWAY DIVISION STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES

DIVISION II

The work on this project shall conform to the 2024 Massachusetts Department of Transportation Highway Division Standard Specifications for Highways and Bridges, the September 30, 2024 Supplemental Specifications, the October 2017 Massachusetts Department of Transportation Highway Division Construction Standard Details; the 1990 Standard Drawings for Signs and Supports; the 1996 Construction and Traffic Standard Details (as relates to the Pavement Markings details only); the 2009 Manual on Uniform Traffic Control Devices (MUTCD) with Massachusetts Amendments and the Standard Municipal Traffic Code; the 1968 Standard Drawings for Traffic Signals and Highway Lighting; the latest edition of American Standard for Nursery Stock; the Plans and these Special Provisions. The 2024 Standard Specifications; the latest editions of the Supplemental Specifications and the Interim Supplemental Specifications shall be referred to collectively as the Standard Specifications.

Construction Schedule: The culvert replacement is to be carried out using a roadway closure with a detour. A detailed schedule outlining the tasks and timeline to perform the culvert replacement during the closure shall be prepared by the Contractor and submitted for approval.

General: The work includes the complete replacement of the deteriorated existing 4 foot diameter metal pipe culvert with a proposed 16'-6¼" clear skewed span precast concrete 3-sided frame bridge with precast approach slabs, on precast spread footings and precast concrete wingwalls. The work shall include installation of temporary control of water measures, bridge excavation, demolition of the existing culvert and wingwalls to the limits shown on the plans, installation of the proposed bridge and wingwalls, installation of steel thrie beam guard rail, streambed restoration, and full depth pavement and final paving over the bridge and the approaches. The Plans consist of 12 construction drawing sheets that were reviewed and approved by MassDOT on November 18, 2024. Traffic management required to perform the proposed work shall be as shown on the Plans. Payment for materials or work shown on the Plans or as being part of the bridge replacement which may be incidental to its construction and are not specifically included for payment under the Contract shall be considered incidental to the work performed. Where used within the contract documents, the terms "Department", "Municipality", and "Town" shall be taken to mean the Town of Windsor. The term "Engineer" shall be taken to mean the authorized representative or Project Manager for the Town of Windsor.

For the work specified under this Contract, the Contractor or Subcontractor(s) shall be prequalified by the Massachusetts Department of Transportation Highway Division (MassDOT) for the following classes of work:

Bridge Construction

Ironwork shall be fabricated by a MassDOT approved fabricator of bridge components composed primarily of metal.

PLANS AND DETAIL DRAWINGS

(Supplementing Subsection 5.02)

Plans for the existing culvert have not been located. The Contractor shall perform his/her own investigation of the existing culvert to determine its condition and details necessary for construction and base his/her bid thereon.

PROTECTION OF UTILITIES AND PROPERTY

(Supplementing Subsection 7.13)

The bridge plans may indicate the location of existing known utilities in the vicinity of the work. Bidders are cautioned to verify this information, as its accuracy and completeness are not guaranteed in any manner.

The Contractor is responsible for the protection of vehicular and pedestrian areas on and around the bridge being worked on. The Contractor at no additional compensation (unless otherwise, provided in this Contract) shall take all necessary precautions, including the use of shielding, to protect vehicles and pedestrians from debris.

NOTICE TO OWNERS OF UTILITIES

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities attached to, or in the vicinity of the bridge, of his intention to commence operations and the Contractor shall at that time file a copy of such notice with the Engineer.

Before the Contractor begins any work or operations that may cause damage to any subsurface structures, he shall carefully locate all such structures and conduct his operations so as to avoid any damage to them.

A list of public and private utilities can be found on the MassDOT website at:

<https://www.mass.gov/info-details/utility-contacts-by-district-and-municipality>

Select District 1 on top of the webpage, select the City/Town, and then locate the utility.

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

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

Town of Windsor - Town Administrator Amanda Scully: 413-684-3811 #4
Town of Windsor – Highway Superintendent John Denno: 413-344-7609

Town of Windsor - Police Department: 413-684-0037

Town of Windsor - Fire Department: 413-684-3236

Electric

National Grid Electric
584 Haydenville Road
Leeds, MA 01053

Sandra Annis
413-582-7424

Telephone

Verizon
385 Myles Standish Blvd.
Taunton, MA 02780

Karen Mealey
774-409-3160

UTILITY SHIELDING OR TEMPORARY RELOCATION COSTS

The Contractor is advised that existing overhead wires have been observed along the section of Cheshire Road in the vicinity of the culvert. The Contractor shall coordinate all erection and demolition activities in advance with the authorized representatives of the utility companies. Any required temporary relocations or shielding of the existing utilities will be paid for by the Contractor without additional compensation.

PROTECTION OF UNDERGROUND FACILITIES

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

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center is 811 or 1-888-344-7233

ENVIRONMENTAL REQUIREMENTS

ORDERS OF CONDITIONS

This project is subject to Section 401 of the federal Clean Water Act, 33 USC 1341, and Massachusetts Clean Water Act, M.G.L. c 21, § 26-53, and has been issued Order of Conditions by the Windsor Conservation Commission. The combined Order of Conditions are considered to be part of this contract and a copy of the Orders of Conditions and all plans/attachments shall be on-site while activities regulated by the Orders of Conditions are being performed.

The Contractor's attention is directed to the fact that special conditions and other requirements are associated with the Orders of Conditions. It is the Contractor's responsibility to be aware of and comply with these conditions and requirements and plan his/her work and schedule accordingly. The Contractor is hereby notified that he/she will be responsible and held accountable for performing any/all work necessary to satisfy and comply with the entire Orders of Conditions.

The Notice of Intent permitting plans dated March 25, 2024 are contained in Appendix B, and the Order of Conditions dated April 9, 2024 is contained in Appendix C. The Contractor is advised that no additional compensation will be allowed for work required to establish, achieve, and maintain compliance with the Order of Conditions, as payment for the work shall be included in the various bid items. This work may include, but not limited to, the following: the hiring and paying for services of a Professional Biologist, Botanist, Wetland Scientist, Engineer, Landscape Architect, etc.; preparation and submission of as-built plans; wetland flagging; wetland replication monitoring reports, etc.

ENVIRONMENTAL PERMITTING

The Contractor is advised that a MassDEP WPA Form 5 - Order of Conditions was issued for this project by the Windsor Conservation Commission on April 9, 2024 under MassDEP File No. 347-0089. A Self-Verification Notification Form dated May 23, 2024 was submitted to the United States Army Corps of Engineers. The USACE Number is NAE-202X-XXXXX. If field conditions and/or Contractor-proposed erection, demolition, storage, or other procedures not originally allowed by existing environmental permits require work to occur in or otherwise impact water or wetland resource areas, the Contractor is advised that no associated work can occur until all required environmental permits have been either amended or obtained allowing such work. The Contractor must notify the Town of Windsor and Resident Engineer in writing at least 60 days prior to desired commencement of the proposed activity. All environmental submittals, including any contact with Local, State, or Federal environmental agencies, must be coordinated with the Town of Windsor and the Resident Engineer. The Contractor is expected to fully cooperate with requests for information and provide the same in a timely manner. The Contractor is further advised that the Town of Windsor will not entertain a delay claim due to the time required to modify or obtain the environmental permits.

UNITED STATES ARMY CORPS OF ENGINEERS GENERAL PERMIT

A Self Verification Notification Form (SVNF) for the General Permits for Massachusetts was submitted indicating the proposed work shall meet the terms and conditions of the applicable General Permits. The SVNF dated May 23, 2024 and the acknowledgement of receipt of the SVNF is contained in Appendix D. The Contractor is advised that no additional compensation will be allowed for work required to establish, achieve, and maintain compliance with the General Permits for Massachusetts, as payment for the work shall be included in the various bid items.

If Contractor erection, demolition, storage, or other procedures not originally allowed by existing environmental permits require work to occur in or otherwise impact water or wetland resource areas, the Contractor is advised that no associated work can occur until all required environmental permits have been either amended or obtained allowing such work. The Contractor must notify the Engineer in writing at least 60 days prior to commencement of the proposed activity. All environmental submittals, including any contact with Local, State, or Federal environmental agencies, must be coordinated through the Engineer. The Contractor is expected to fully cooperate with requests for information and provide same in a timely manner.

The Contractor is further advised that the Engineer will not entertain a delay claim due to the time required to modify or obtain the environmental permits.

If field conditions and/or Contractor-proposed erection, demolition, storage, or other procedures not originally allowed by existing environmental permits require work to occur in or otherwise impact water or wetland resource areas, the Contractor is advised that no associated work can occur until all required environmental permits have been either amended or obtained allowing such work. The Contractor must notify the Town of Windsor and Resident Engineer in writing at least 60 days prior to desired commencement of the proposed activity. All environmental submittals, including any contact with Local, State, or Federal environmental agencies, must be coordinated with the Town of Windsor and the Resident Engineer. The Contractor is expected to fully cooperate with requests for information and provide the same in a timely manner. The Contractor is further advised that the Town of Windsor will not entertain a delay claim due to the time required to modify or obtain the environmental permits.

PIGEON WASTE

The Contractor shall remove and dispose of any pigeon waste and any other debris accumulated on the bridge members in areas where work is being performed. Pigeon waste and debris material contaminates will require special handling and disposal in accordance with all Federal, state, and local requirements.

ARCHITECTURAL ACCESS BOARD TOLERANCES

The Contractor shall be responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations and standards.

All construction elements in this project associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB).

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions.

Contractors shall establish grade elevations at all wheel chair ramp locations, and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).

All wheelchair ramp joints and transition sections which define grade changes shall be formed, staked and checked prior to placing cement concrete. All grade changes are to be made at joints.

PROVISIONS FOR TRAVEL AND PROSECUTION OF WORK

The Contractor shall notify the Town of Windsor in writing at least two (2) weeks in advance of any proposed commencement of the work. Before starting any work under this Contract, the Contractor shall submit a Schedule of Operations. Work on roadways shall proceed only on such sections and widths thereof as will be approved by the Town of Windsor.

DESIGNER & TOWN CONTACTS

DESIGNER

Daniel S. Crovo, P.E.
Gill Engineering Associates, Inc.
63 Kendrick Street
Needham, MA 02494
617-416-2550

TOWN HIGHWAY SUPERINTENDENT

John Denno
Town of Windsor
2024 Route 9
Windsor, MA 01270
413-684-3780

ITEM 115.1

**DEMOLITION OF CHESHIRE ROAD
CULVERT**

LUMP SUM

The work to be done under this Item shall conform to the relevant provisions of Section 112, 120, and 140 of the Standard Specifications, amended and or supplemented as follows:

The work to be done under this Item shall consist of the demolition and satisfactory removal of the existing metal pipe culvert and headwalls to the limits shown on the plans.

Existing materials to be removed and disposed of under this Item include, but are not limited to, the following:

- The existing metal pipe culvert to the limits shown
- The existing stone and concrete block masonry headwalls to the limits shown

Within 10 working days of the notice to proceed, the Contractor shall submit a plan indicating his proposed demolition procedures and methods to be used including equipment, tools, devices, crane or excavator capacity and location, schedule of operations, methods of utility protection, etc., to the Engineer for approval. The requirements for equipment and all procedures utilized shall be in conformance with the intent of Subsection 960.61 Erection of the Specifications.

The demolition procedures and any necessary calculations and drawings shall be stamped by a Professional Engineer registered in Massachusetts certifying that all existing structural members are suitably supported throughout the demolition process. In determining the stresses to which the structure will be subjected, all loading combinations including traffic and the Contractor's equipment shall be considered. The method of determining stresses shall conform to the latest AASHTO Standard Specifications for Highway Bridges. Work under this Item may not commence until the Engineer has given written approval.

No debris, tools or incidental equipment of any kind will be permitted to fall into areas within the vicinity of the waterway under. Any material that accidentally falls into such areas shall be removed immediately.

Demolition of the culvert shall not commence until such time that the temporary control of water system is in place.

Prior to the start of work, the Contractor shall locate all utilities and shall submit to the Engineer and the utility companies his proposed method of protecting them during the demolition operations as part of the Demolition Procedure. Procedure approval shall not serve to relieve the Contractor of his responsibility to protect all utilities from damage at all times. Any damage resulting from Contractor Operations shall be repaired at his expense.

All materials removed under Item 115.11 shall become the property of the Contractor and shall be removed from the job site and disposed of properly.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Unless otherwise covered under other contract items, full payment for this work shall be included under the lump sum price for Item 115.11, Demolition of Culvert, and shall include all labor, equipment and materials necessary to complete the work. Except as specified, all material and debris shall become the property of the Contractor and shall be recycled, reused, or disposed of properly off site.

ITEM 140.

BRIDGE EXCAVATION

CUBIC YARD

Work under this item shall conform to the relevant provisions of Sections 120, 140 and 150 of the Specifications and the following:

Excavation shall be as required to install the proposed bridge and wingwalls to the line and grade shown on the Plans. Any materials encountered as defined in the referenced sections of the Specifications under the classification of Earth Excavation or Bridge Excavation shall be removed.

Backfill shall be placed and compacted in accordance with the relevant provisions of Section 150 of the Specifications. Compaction shall be achieved using mechanical tampers or other approved compacting equipment.

A Temporary Control of Water system shall be installed to the limits shown on the drawings which will permit construction to be performed in the dry.

Measurement shall be made to the nearest cubic yard of Bridge Excavation complete and accepted by the Engineer. Payment will be made at the contract unit price per cubic yard and shall be considered full compensation for all labor, equipment, stockpiling, hauling, disposal, and incidentals necessary to complete the work.

ITEM 151.

GRAVEL BORROW

CUBIC YARD

The work under this item shall conform to the relevant provisions of Section 150 of the Specifications and in close conformity with the lines and grades shown on the plans.

Gravel borrow conforming to material specification M1.03.0 Type b shall be used for the roadway subbase.

ITEM 151.2

GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES

CUBIC YARD

The backfilling the precast concrete bridge and the precast wingwalls shall be in accordance with Section 150 of the Specifications, the requirements of the manufacturer of the precast concrete bridge and wingwalls, and the following. Where differences exist between requirements of the manufacturer of the precast concrete bridge and wingwalls and the Specifications, the more stringent requirements shall apply.

1. The gravel borrow shall meet the requirements of M1.03.0 Type C. Excavated material may be used for backfilling if the material meets the requirements of M1.03.0 Type C. Any material that is stockpiled shall be piled within the project limits and right-of-way. Material shall not be stockpiled in wetland areas. Stockpiled material shall have at least one layer of tarp material below the pile and shall be covered with tarps. The pile shall be surrounded by compost filter tubes.
2. The fill shall be placed and compacted in layers not exceeding 8 inches in depth in accordance with the provisions of Subsection 150.62 of the Specifications and shall be compacted to at least 95% of the maximum dry density in accordance with ASTM D1557. The moisture content shall be within 2% of the optimum moisture content for compaction;
3. Backfill shall be placed as symmetrically as possible around the structure with differential depths of backfill on each side of the structure not exceeding 2 feet with respect to each other;
4. Compaction shall be achieved using mechanical tampers or approved compacting equipment for all fill within 4 feet of the structure;
5. Construction equipment will not be permitted atop the uncompleted structure;
6. Construction equipment whose weight exceeds the design capacity shall not be permitted atop the completed structure under any circumstances;
7. The use of vibratory rollers for compaction purposes will not be permitted.

Backfilling operations shall not begin until the following checks have been made:

1. The bridge to wingwall joints are sealed and the bridge frame to frame connections are complete as shown on the shop Drawings;
2. All frame joint connections and seals are properly placed in accordance with manufacturer's specifications shown on the shop drawings.

A Project Manager from the bridge and wingwall manufacturer shall be on site during backfilling operations to ensure that manufacturer's requirements are met.

Measurement and Payment

Gravel Borrow for Backfilling Structures and Pipes will be measured for payment per cubic yard, complete in place and accepted by the Engineer.

Gravel Borrow for Backfilling Structures and Pipes will be paid for at the Contract unit price per cubic yard, which price shall include all labor, tools, material, equipment and incidental costs required to complete the work.

ITEM 156.1 CRUSHED STONE FOR BRIDGE FOUNDATIONS TON

The work under this item shall conform to the relevant provisions of Section 150 of the Specifications in close conformity with the lines and grades shown on the plans and the following:

Crushed stone for bridge foundations shall be placed in accordance with the requirements specified in

Subsection 150 of the Standard Specifications.

Measurement and Payment

Crushed stone for bridge foundations will be measured for payment per Ton, complete in place and accepted by the Engineer.

Crushed stone for bridge foundations will be paid for at the Contract unit price per Ton, which price shall include all labor, tools, material, equipment and incidental costs required to complete the work.

ITEM 281.6 NATURAL STREAMBED MATERIAL CUBIC YARD

The purpose of this item is to provide additional material to restore the disturbed or newly created areas of the streambed, as directed by the Engineer.

The work to be done under this item shall conform to the relevant provisions of Section 983 of the Standard Specifications and the following:

This work shall consist of furnishing and placing stone fill material on the brook bed and bank as well as inside, upstream and/or downstream of, a structure to set a desired channel profile, maintain a natural bed appearance, and maintain aquatic organism passage. The ultimate product will, to the extent possible, replicate the function and appearance of the existing stream, as illustrated by photo documentation herein.

The Contractor shall coordinate with his/her sub-contractors to ensure all required equipment is available on-site to complete the work described below. The streambed restoration is an important element to comply with environmental permits issued for the project.

MATERIAL

The streambed restoration is to be installed as depicted on the plans.

Any native river bed material, meeting the criteria below, can be excavated from the existing streambed banks shall be stockpiled and reused for the streambed restoration, provided the excavated stone is characteristic of the existing stream material upstream and downstream of the work area, or meets the below criteria. The elevations and conditions of the existing streambed shall be maintained to the maximum extent practicable.

If the excavated material is not suitable or there is not enough material, the streambed restoration shall be locally sourced, rounded river stone, that matches the composition of the native brook bed. The following gradation may be used as a guide.

Streambed Material Gradation

Stone/Sieve Size	% Finer
24 inches	100
6 inches	30-75

No. 4	4-30
No. 200	4-6

The proposed streambed restoration material shall be approved by the Resident Engineer prior to use.

CONSTRUCTION

A 12” thick layer of streambed material is to be placed over the excavated bank surfaces that will create the proposed widened channel as depicted on the plans. The initial placement of streambed material shall fill / choke the voids in the underlying material. The underlying material shall be choked with finer streambed material, and shall consist of a well-graded mix of gravel, sand and silt that represents the local streambed. Fill voids by hand tamping with metal tamping rods, by shaking stone with the teeth of an excavator bucket, and/or by spraying water to settle fines between large stones. Plate compactors shall not be used. The purpose for filling the voids is to prevent subsurface flow where water disappears into the large voids in the stone fill below the channel bed surface.

A 12” layer of streambed material shall be installed on top of the newly created channel section to restore streambed habitat and aesthetics. The material shall be installed during dewatered conditions. Where appropriate based on existing conditions at the site, a higher proportion of larger native boulders from the natural streambed material mix shall be placed in the channel to protect the banks or structures. Larger material (24” boulders) within the streambed material shall be partially embeded within the 12” layer, and extend up above the channel bed to maintain a natural level of hydraulic roughness and re-establish fish habitat.

Once all material has been placed in the stream channel and approved by the Engineer, the Contractor shall remove the cofferdams in such a way to slowly wet the stream to minimize the initial sediment pulse. Every attempt shall be made to minimize the downstream movement of sediment.

The final streambed shall look like a natural river, shall match nearby reaches, and there shall be minimal to no subsurface flow upon final inspection by the Engineer.

The Contractor shall submit to the Engineer for approval prior to the start of operations, a placement plan and method of placement.

METHOD OF MEASUREMENT

The quantity of streambed restoratoin material to be measured for payment will be the number of cubic yards streambed restoration material installed in the complete and accepted work, measured within the limits shown on the Plans or as directed by the Engineer.

BASIS OF PAYMENT

Measurement and Payment for streambed restoration will be measured for payment by the cubic yard, complete in place. Streambed restoration will be paid for at the Contract unit price per cubic yard, which price shall include all labor, materials, equipment, transportation and incidental costs required to complete the work.

<u>ITEM 460.22</u>	<u>SUPERPAVE SURFACE COURSE – 9.5 (SSC) – 9.5)</u>	<u>TON</u>
<u>ITEM 460.31</u>	<u>SUPERPAVE INTERMEDIATE COURSE – 12.5 (SIC) – 12.5)</u>	<u>TON</u>

HMA pavement courses applied on the bridge shall consist of a Superpave Intermediate Course, placed first, followed by the Superpave Surface Course. The maximum amount of Recycled Asphalt Pavement (RAP) used in HMA pavement courses for bridge decks shall not exceed 15%. All Superpave Intermediate and Surface Course mixtures placed on the bridge shall be treated with an approved anti-stripping compound as specified under Subsection 450.30: General. The addition of anti-strip incorporated in the mixes shall be in accordance with the anti-strip Manufacturer’s recommendation.

The Superpave Intermediate and Surface Course mixtures placed on the approaches and bridge shall be placed only after the safety curb concrete and deck concrete, when included in the work, are in place. For bridges without fill above the deck, the Superpave Intermediate mix shall be placed on the bridge within 24 hours after the membrane waterproofing has been placed. No vehicular traffic shall be permitted over any bare membrane waterproofing. Equipment used for placement and compaction of the Superpave Intermediate and Surface Courses on the bridge shall be sufficient to place the HMA mixture at the required grade, cross-slope, thickness, and in-place density without damaging the underlying membrane waterproofing. Rollers will not be allowed to use the vibratory function when compacting the mat. Rollers operated in oscillatory mode may be permitted.

All other provisions contained in Section 460 of the 2022 Standards, including method of measurement and payment, shall apply to this project.

<u>ITEM 657.</u>	<u>TEMPORARY FENCE</u>	<u>FOOT</u>
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The work under this item shall conform to the relevant provisions of Section 644 of the Standard Specifications and the following:

The work under this Item consists of furnishing, installing, removing and resetting, and final removal of 6-foot high temporary fence to separate construction activities from public access.

The temporary fence shall be installed at locations as shown on the plans or required by the Engineer. The Contractor shall install and maintain temporary construction fences around the construction site, stockpile areas, and any and all exposed excavations located outside the defined roadway area, accessible to the public until such time it is no longer necessary as determined by the Engineer. Protect all areas of the site from intrusion and trespass.

Unless otherwise indicated, the type of temporary chain link fencing shall be Contractor's option. Following types are acceptable:

1. New materials or previously used salvaged chain link fencing in good condition.
2. Posts: Galvanized steel pipe of diameter to provide rigidity. Post shall be suitable for setting in concrete footings, driving into ground, anchoring with steel base plates, or inserting in precast concrete blocks.
3. Fabric: Woven galvanized steel wire mesh. Provide in continuous lengths to be wire tied to fence posts or prefabricated into modular pipe-framed fence panels.

Gates:

Provide personnel and vehicle gates of the quantity and size required for functional access to site.

1. Fabricate of same material as used for fencing.
2. Vehicle gates:
 - a. Minimum width: 10 feet to allow access for emergency vehicles.
 - b. Capable of manual operation by one person.

Fence fabric shall be fastened to posts by means of No. 6 gauge zinc coated wire clips. No post tops are required.

Gates shall be fabricated using welded construction or heavy pressed steel or malleable corner fitting securely riveted. Gates shall be properly braced and diagonally trussed to eliminate any possible sagging. Hinges shall be of sufficient strength and design to permit easy and trouble free operation. All single swing gates shall be equipped with two H.O. hinges and one yoke latch per gate. All double swing gates shall be equipped with a positive type latching device with padlock fitting.

Installation of temporary fencing shall not deter or hinder access to existing or proposed fire hydrants. Maintain 3 feet diameter clear space around fire hydrants. Where fire hydrant is locked by fencing, provide access gate.

Measurement and Payment

Item 657. will be measured and paid for at the Contract unit price per Foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

No separate payment will be made for all posts including end, corner, and intermediate brace posts, all gates and gate posts, removing and resetting of temporary fence or providing privacy screening, the replacement and/or restoration of fence damaged due to construction accidents, vandalism and/or any other manner, and final removal, but all costs in connection therewith shall be included in the Contract unit price bid.

The fence shall not be removed without prior approval of the Engineer.

ITEM 698.3 GEOTEXTILE FABRIC FOR SEPARATION SQUARE YARD

The work under this item shall conform to the requirements of Section M9.50.0 of the Standard Specifications and shall include the furnishing and installation of geotextile fabric to achieve the following:

- The separation of different materials, such as soil layers or backfill materials, behind the retaining walls
- Stabilization by enhancing the stability of the wall by preventing soil migration
- Filtration by allowing water to drain while preventing fine soil particles from clogging wall the drainage system.

At locations of fabric installation, the fabric shall be installed as shown on the plans and fastened in place in conformance with the manufacturer's recommendations for each type of conditions listed above.

MEASUREMENT AND PAYMENT

Geotextile fabric for separation will be measured for payment per square yard, complete in place; any overlaps shall be measured as a single layer of cloth. Geotextile fabric for separation will be paid for at the Contract unit price per square yard, which price shall include all labor, tools, material, equipment and incidental costs required to complete the work.

ITEM 751.7

COMPOST BLANKET

CUBIC YARD

The work under this Item shall conform to the relevant provisions of Section 751 of the Standard Specifications and the following.

Work shall consist of furnishing and pneumatically applying compost as specified below. Compost shall be applied as a thin mulch blanket over prepared loam or prepared soil and shall be used in conjunction with seeding or planting unless specified otherwise. The intent of compost topdressing is to provide temporary soil stabilization and organic matter for plant growth.

For areas where compost is proposed with seeding, seed shall be broadcast and seeding shall occur in conjunction with compost topdressing, as specified under the relevant seeding item.

SUBMITTALS

Contractor shall submit to the Engineer samples and certified test results 60 days prior to application of compost. Test will be for compost, not a soil test, as specified below. Vender certification that material delivered meets the test results shall be submitted if requested.

No materials shall be delivered until the required submittals have been approved by the Engineer. Delivered materials shall match the approved samples. Approval of test results does not constitute final acceptance. The Engineer will reject any material that does not meet the Specifications.

MATERIALS

Compost may be a blended product of compost and fine wood chips.

Compost testing shall be by a laboratory approved by the US Compost Council using the Testing Method for the Examination of Compost and Composting (TMECC) protocols.

- Organic matter content shall be minimum 30 percent (dry weight basis).
- Moisture content shall be 30-60 percent (wet weight basis).
- Bulk Density <1000 lb/cy
- pH shall be 5.5-7.5
- Conductivity shall be a maximum of 4 mmhos.
- Where soil is intended for vegetation (plants or grass), compost shall be tested for stability by CO2 method and shall produce a maximum of 8mg CO2-C per gram of organic material per day.

Particle size shall not exceed ¾ inch.

No kiln-dried wood, construction debris or ground palette is allowed.

The Engineer shall approve the Contractor's equipment for application.

CONSTRUCTION METHODS

Application of compost material shall not begin until the Engineer has approved the site and soil conditions. The Contractor shall notify the Engineer when areas are ready for inspection and application of compost.

Prior to application of compost, all areas to be topdressed shall have been graded to an even surface, and all debris and stones 2 inches or larger shall be removed. Surface preparation shall be compensated under applicable item for placement of loam, sand, ordinary borrow, topsoil rehandled and spread, or other specified substrate.

Compost topdressing shall be pneumatically applied (blown on) to a depth of one half to one inch unless specified otherwise on the plans.

For areas where compost is proposed with seeding, seed shall be broadcast and shall occur in conjunction with compost topdressing, as specified under the relevant seeding item.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 751.7 will be measured and paid for at the Contract unit price per Cubic Yard which price shall include all labor, materials, equipment, and all incidental costs required to complete the work of pneumatically applying compost.

Surface preparation of substrate receiving compost topdressing shall be compensated under applicable item for placement of loam, sand, ordinary borrow, topsoil rehandled and spread, or other specified substrate.

Seeding will be compensated for under the appropriate seeding item.

ITEM 767.121

SEDIMENT CONTROL BARRIER

FOOT

The work under this item shall conform to the relevant provisions of Sections 751 and 767 of the Standard Specifications and Section 670 of the Standard Supplemental Specifications and shall include the furnishing and placement of a sediment control barrier. Sediment Control Barrier shall be installed prior to disturbing upslope soil.

The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barrier may be used to contain stockpile sediments, to break slope length, and to slow or prevent upgradient water or water off road surfaces from flowing into a work zone. Contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff.

Twelve-inch diameter (after installation) compost filter tubes with biodegradable natural fabric (i.e., cotton, jute, burlap) are intended to be the primary sedimentation control barrier.

For small areas of disturbance with minimal slope and slope length, the Engineer may approve the following sediment control methods;

- Straw tubes/wattles which shall be trenched
- Straw bales which shall be trenched

Additional barriers (adding depth or height) shall be used at specific locations of concentrated flow such as at gully points, steep slopes, or identified failure points in the sediment capture line.

When required by permits, additional sediment barrier shall be stored on-site for emergency use and replacement for the duration of the contract.

Where shown on the plans or when required by permits, silt fence shall be used in addition to compost filter tubes or straw bales and shall be incidental to the item.

MATERIALS AND CONSTRUCTION

Prior to initial placement of barriers, the Contractor and the Engineer shall review locations specified on the plans to ensure that the placement will provide maximum effectiveness. Barriers shall be staked, trenched and/or wedged as specified herein and shall be securely in contact with existing soil such that there is no flow beneath the barrier.

Compost Filter Tube

Compost material inside the filter tube shall meet M1.06.0, except for the following: no manure or bio-solids shall be used; no kiln-dried wood or construction debris shall be allowed; material shall pass through a 2-inch sieve; and the C:N ratio shall be disregarded.

Outer tube fabric shall be a knitted mesh with 1/8 - 3/8" openings and made of 100% biodegradable materials (i.e., cotton, hemp or jute).

Compost filter tubes shall be a minimum of 12 inches in diameter installed. Tubes shall be placed, filled, and staked in place as required to ensure stability against water flows. All tubes shall be tamped, but not trenched, to ensure good contact with soil.

Where reinforcement is necessary, additional tubes shall be installed as shown on the plans.

Straw Bales

Straw bales shall be used if shown on the plans or when specified by Orders of Condition or other permitting.

Straw bales shall conform to the following:

Bales should be a minimum size of 12 x 16 x 36 inches and shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another.

The bales shall be trenched and backfilled. The trench shall be excavated the width of the bale and the length of the proposed barrier to a depth of 4 inches. After the bales are staked the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier.

Straw Wattle

Straw wattle shall be a minimum of 12 inches in diameter. Straw filling shall conform to the requirements of Section M6.04.2, shall be encased in durable netting, and shall have a density of 3 lb/foot.

Straw wattle shall be trenched in 3 inches deep and staked according to the plans. The wattles shall be sufficiently secure on the upstream side to prevent water flowing underneath the wattle.

Silt Fence

Materials and Installation shall be per Section 670.40 of the Standard Specifications and the following:

Silt fence shall be used if shown on the plans or when specified by Orders of Condition or other permitting.

When used with compost filter tubes, the tube shall be placed on a minimum of 8 inches of folded fabric on the upslope side of the fence. Fabric does not need to be trenched.

When used with straw bales, an 8-inch deep and 4-inch wide trench or V-trench shall be dug on the upslope side of the fence line. One foot of fabric shall be placed in the bottom of the trench followed by backfilling with compacted earth or gravel. Stakes shall be driven 16 inches into the ground on the down slope side of the trench and shall be spaced such that the fence remains vertical and effective.

Width of fabric shall be sufficient to provide a 36-inch high barrier after fabric is folded or trenched. Sagging fabric will require additional staking or other anchoring.

Stakes

Stakes for anchoring Compost Filter Tubes, Straw Wattles, and Straw Bales shall be as shown on the plans and shall be a minimum of 1x1 inch diameter x 4 feet hardwood stakes.

When used with Silt Fence, stakes for Compost Filter Tubes shall be driven 12 inches into the ground, Stakes for Straw Bales shall be driven 16 inches into the ground.

Stakes of other material of equivalent strength may be used if approved by the Engineer.

Maintenance

Maintenance of Sediment Control Barriers shall be per Section 670.40 of the Standard Supplemental Specifications or per the Stormwater Pollution Prevention Plan (SWPPP).

The contractor shall inspect the sediment barrier after each rain event and as specified in relevant permits to ensure that they are working effectively and as intended. Contractor shall be responsible for ensuring that an effective barrier is in place for all phases of the contract.

Barriers that decompose naturally due to weatherization over time such that they no longer provide the function required shall be repaired or replaced as directed. If the resulting berm of compost within the fabric tube is sufficiently intact and continues to provide water and sediment control, barrier does not necessarily require replacement.

Dismantling & Removing

Barriers shall be dismantled and/or removed when construction work is complete and when site conditions are sufficiently stable to prevent surface erosion and after receiving permission to do so from the Engineer.

For all instances, all nonbiodegradable material, including photo-biodegradable fabric, plastic netting, nylon twine, and silt fence, shall be removed and disposed off-site by the Contractor regardless of site context.

For naturalized areas, biodegradable, natural fabric and material may be left in place to decompose on-site. Compost filter tubes may be left as they are with stakes removed. Straw bales shall be broken down and spread evenly. All nylon or nonbiodegradable twine shall be removed along with silt fence. Wooden stakes may be left on site, placed neatly and discretely.

In urban, residential, and other locations where aesthetics is a concern, the following shall apply:

- Filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (similar to a soil amendment or mulch). Not more than a 2-inch depth shall be left on soil substrate.
- Straw bales shall be removed and disposed off-site by the Contractor. Areas of trenching shall be raked smooth and disturbed soils stabilized with a seed mix matching adjacent grasses (i.e., lawn or native grass mix).
- Silt fence, stakes, and other debris shall be removed and disposed off-site. Site shall look neat and clean upon completion.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 767.121 will be measured and paid for at the contract unit price per foot of sediment control barrier which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work.

Silt fence, when used in conjunction with compost filter tubes or straw bales, will be incidental to this item.

Additional barrier, such as double or triple stacking of compost filter tubes, shall be paid for per foot of tube installed.

Barriers that have been driven over or otherwise damaged by construction activities shall be repaired or replaced as directed by the Engineer at the Contractor's expense.



EXISTING DRY BROOK TRIBUTARY UPSTREAM HEADWALL, PIPE & CHANNEL

ITEM 991.1 **CONTROL OF WATER OF BRIDGE NO. W41033** **LUMP SUM**

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

This Item includes all dewatering necessary to accomplish the demolition of the steel pipe culvert, and the construction of the new abutments and wingwalls.

The Contractor's attention is directed to the section of these Special Provisions that addresses the requirements for Sedimentation and Erosion Controls for this project.

Dry Brook Tributary diversions and dewatering of excavation shall be conducted to ensure that the culvert is removed and construction of the new abutments and wingwalls is done "*in the dry.*"

As part of the work under this Item, it is the responsibility of the Contractor to determine the need and extent of water diversions, sedimentation basins and dewatering techniques and sedimentation controls needed to control water and sediment at the site. During the actual process of executing the excavation operations, the Contractor shall submit the methods and materials he/she proposes to use for the Engineer's approval.

CONSTRUCTION

Plans and Calculations for water retaining and dewatering measures shall be developed by the Contractor for this Item, prepared and stamped by a Professional Engineer Registered in the Commonwealth of Massachusetts and submitted for the review of the Engineer prior to the start of construction.

Water diversions shall be conducted in such a manner as to minimize siltation and prevent contamination of the waterway. Maximum screen sizes on the inlet side of all pumps shall not exceed ½ inch.

The Contractor shall develop the design of the system, which may consist of the following components:

- Installation of precast concrete median barriers or blocks covered with sedimentation fabric to reduce water infiltration.
- Sandbag dams or training walls installed to provide temporary control of water.

The Contractor is advised that the effectiveness of the water control method used will vary based on the field conditions and the time at which the actual excavation work is being performed. The Engineer has the right to order the Contractor to stop all excavation operations when in his/her judgment the Contractor's water control operations are failing to produce adequate results or are posing a threat to the environment.

The Contractor shall provide the means of removing all sediment from water pumped from the excavation areas; this shall include the use of sedimentation basins, check dams, sedimentation fences or tanks as directed in the Special Provisions under Sedimentation and Erosion Controls.

The plans show a conceptual temporary control of water system consisting of a round pipe used in combination with stacked sandbag inlets and outlets. The water control system shall prevent water flow into the construction area. The Contractor shall adjust the height of the water control system structure if needed and use supplemental pumping in the event of an extreme rain event or unusually high flows. The Contractor shall comply with all conditions included with the Town of Windsor Conservation Commission Order of Conditions dated April 9, 2024, attached hereto (see Appendices). In case of conflict, the aforementioned Conditions take precedence over these Specifications.

The use of earthen berms in the stream is prohibited.

All dewatering and related earthwork shall be conducted in such a manner as to prevent siltation or contamination of the waterway. The pumping discharge shall not be allowed to enter directly into the waterway. The water from the work areas shall be pumped to a settling basin. This basin shall be constructed so as to allow the pumped water to pass through the basin with sediments settling out before outletting. At a minimum, the basin shall be constructed of an earthen or stone berm lined with geotextile fabric and surrounded by staked straw bales or compost filter tubes. The basin shall meet or exceed the following criteria:

- A. The size and location of the basins shall be determined based on the size of the contractor's pump and the anticipated flows for the construction of the bridge and wingwalls in the dry.
- B. The outlet/weir of the dewatering basins shall not cause erosion of the surrounding area. An approved method of controlling erosion, such as an erosion control blanket, stone, etc., shall be used at the outlet of the basin.

- C. The Contractor shall maintain the dewatering operations in working condition, including periodic removal of accumulated sediment within the basins to permit its proper function. The water pump and hoses for dewatering shall be in good working condition and of adequate power and size for the operation.
- D. The contractor shall inspect straw bales/compost filter tubes that surround the outlets daily and shall immediately replace any that are damaged.
- E. The proposed location and design of the settling basins shall be subject to the approval of the Engineer and the Windsor Conservation Commission and MassDEP prior to construction.

Plans and calculations (if applicable) for all sandbagging, settling basins, pumps and other water control measures shall be developed by the Contractor for this item. These plans and calculations shall be prepared and stamped by a Professional Engineer registered in Massachusetts and shall be submitted for the approval of the Engineer prior to the start of construction. Furthermore, this submission shall be submitted to the Windsor Conservation Commission as required for review and approval prior to construction.

The Contractor shall be responsible for the removal and proper disposal of all sediments and temporary structures or devices to an off-site location. At the completion of the work the contractor shall remove the sandbags and all disturbed areas shall be restored.

Method of Measurement and Basis Of Payment

Payment for the work to be done under this item shall be at the contract lump sum bid price for Item 991.1 Control of Water, which price shall include all labor, materials, equipment, sandbags sedimentation basins, filter bags, pumping, removal of temporary water control pipes and devices, restoration of all disturbed areas and all incidental costs required to complete the work.

ITEM 995.01**BRIDGE STRUCTURE, BRIDGE NO. W41033****LUMP SUM**

The work to be done under this Item shall conform to the applicable provisions of Section 901 and Section 995 of the Standard Specifications and the specific requirements stipulated below for the component parts of this Item.

Work under this Item shall include all materials, equipment and labor needed to construct the following components of the bridge: the precast concrete 3-sided frame sections and precast footings, precast concrete wingwalls, precast concrete approach slabs, cast-in-place concrete closure pours, and the application of membrane waterproofing to the top surfaces of the bridge.

Payment for materials shown on the plans as being part of this bridge structure or which may be incidental to its construction and are not specifically included for payment under another Item shall be considered incidental to the work performed under this Item and shall be included in the unit price of the component of which they are a part.

PRECAST CONCRETE 3-SIDED FRAME BRIDGE**DESCRIPTION**

Type - This work shall consist of designing, fabricating, furnishing, and constructing a precast concrete 3-sided frame bridge on precast concrete footings, precast approach slabs and precast concrete wingwalls in accordance with these specifications and in reasonably close conformity with the lines, grades, design and dimensions shown on the plans. In situations where two or more specifications apply to this work, the more stringent requirements shall govern. Any deviation from the bridge geometry shown on the plans will be subject to the review and approval of the Engineer. The bridge shall provide the same span and hydraulic opening and fit within the profile grade lines shown on the plans. The bottom chord of the proposed bridge shall not be set below the proposed bottom chord elevation shown on the plans. The proposed top of roadway shall match the existing top of roadway. The proposed overall structure depth shall fit within the theoretical envelope from top of existing pavement to proposed bridge bottom chord.

Designation - Precast concrete bridge frame units shall be designated by span and height. Precast bridge footings and approach slabs manufactured in accordance with this specification shall be designated by length and width. Precast reinforced concrete wingwalls manufactured in accordance with this specification shall be designated by length and height.

DESIGN

Specifications - The precast elements shall be designed in accordance with the current version and latest interim specifications of LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO) for HL-93 loading and the MassDOT LRFD Bridge Design Manual.

Design Submissions

Computations - The Contractor shall submit a PDF copy of the design computations prepared and stamped by a Professional Engineer registered in Massachusetts for the precast 3-sided bridge frames, precast footings and wingwalls to the Engineer for review and acceptance. The design computations shall consider all loadings as are appropriate for each stage of fabrication, shipment, construction, and final condition.

Shop Drawings - Shop drawings shall be prepared and stamped by a Professional Engineer licensed in Massachusetts. Prior to fabrication, a PDF copy of complete shop drawings showing, at a minimum, the following information shall be submitted to the Engineer for approval:

1. Plan layout of the structure indicating the piece mark of each precast unit;
2. Catalogue cut-sheets for all hardware to be used in the precast elements;
3. Description of the fabricating plant, including any backup concrete mixing facilities, current MassDOT approved concrete mix design and proposed method of placement. Modifications or deviations from the current MassDOT approved mix design at any time after the original approval shall be submitted to the Engineer for approval;
4. Proposed admixtures to be added to the concrete mix, including brand and dosage rates, shall be consistent with the MassDOT approved mix design;
5. Outline of the proposed concrete curing procedures for both the precast units and test cylinders;
6. The name of the Manufacturer of all reinforcing steel;
7. Complete details of all precast units, including all dimensions and tolerances, locations and types of reinforcement, finish treatments, and concrete strengths at lifting and at 28 days;
8. Details of bridge frame, footing and wingwall units and all connections. The wingwall details and geometry shall not interfere with the proposed approach guard rail driven posts as shown on the plans.
9. Joint dimensions and details including type and brand of joint sealing materials;
10. Grouted shear keyway and bolt details to rigidly connect frames together or similar details to prevent reflective cracking through the pavement;
11. Locations and methods of forming lifting holes, type and location of lifting devices, and the method of handling and transporting all precast units to the job site;
12. Provisions for repair of minor non-structural defects;

MATERIALS

Concrete

All precast concrete 3 sided frame bridge components and headwalls shall be produced using a minimum 5000 psi HP cement concrete mix design. All other precast concrete elements: frame bridge footings, approach slabs, wingwall footings and stems, shall be minimum 5000 psi HP cement concrete. All concrete mix designs shall be MassDOT approved High Performance cement concrete mixes.

Steel Reinforcement

The minimum steel yield strength shall be 60,000 psi, unless otherwise required by the design and noted on the shop drawings.

All reinforcing steel for the precast elements shall be fabricated and placed in accordance with the approved shop drawings submitted by the manufacturer.

Reinforcement shall consist of welded wire fabric conforming to ASTM Specification A 1064 or deformed billet steel bars conforming to ASTM Specification A 615, Grade 60. Longitudinal distribution reinforcement may consist of welded wire fabric or deformed billet-steel bars.

All reinforcing steel bars shall be epoxy coated in accordance with ASTM A775. All welded wire fabric shall be epoxy coated in accordance with ASTM A884.

Steel Hardware

As a minimum:

- Bolts and threaded rods shall conform to ASTM A 307. Nuts shall conform to AASHTO M292 (ASTM A194) Grade 2H. All bolts, threaded rods and nuts used shall be mechanically zinc coated in accordance with ASTM B695 Class 50.
- Structural Steel for connection plates and plate washers shall conform to AASHTO M 270 (ASTM A 709) Grade 36 and shall be hot dip galvanized as per AASHTO M111 (ASTM A123).
- Reinforcing bar splices shall be made using the Dowel Bar Splicer System as manufactured by Dayton Superior, and shall consist of the Dowel Bar Splicer (DB-SAE) and Dowel-In (DI).

MANUFACTURE OF PRECAST ELEMENTS

Subject to the provisions of the PERMISSIBLE VARIATIONS section, below, the precast element dimension and reinforcement details shall be as prescribed in the plan and shop drawings provided by the manufacturer.

The forms used in manufacture shall be sufficiently rigid and accurate to maintain the required precast element dimensions within the permissible variations given in PERMISSIBLE VARIATIONS section of these specifications. All casting surfaces shall be of a smooth material.

Placement of Reinforcement

Placement of Reinforcement in Precast Units - The cover of concrete over the reinforcement of the precast units shall be 2 inches minimum.

Curing

The precast concrete elements shall be cured for a sufficient length of time so that the concrete will develop the specified compressive strength in 28 days or less. Any one of the following methods of curing or combinations thereof shall be used:

Steam Curing - The precast elements may be low-pressure steam cured by a system that will maintain a moist atmosphere.

Water Curing - The precast elements may be water cured by any method that will keep the sections moist.

Membrane Curing - A sealing membrane conforming to the requirements of ASTM Specification C309 may be applied and shall be left intact until the required concrete compressive strength is attained. The concrete temperature at the time of application shall be within +/- 10 degrees F of the atmospheric temperature. All surfaces shall be kept moist prior to the application of the compounds and shall be damp when the compound is applied.

Storage, Handling & Delivery

Storage

- Precast concrete bridge elements shall be lifted and stored in “as-cast” position.
- Precast concrete wingwall units are cast, stored and shipped in a flat position.

- The precast elements shall be stored in such a manner to prevent cracking or damage. Store elements using timber supports as appropriate. The units shall not be moved until the concrete compressive strength has reached a minimum of 2500 psi, and they shall not be stored in an upright position.

Handling

- Handling devices shall be permitted in each precast element for the purpose of handling and setting.
- Spreader beams may be required for the lifting of precast concrete bridge elements to preclude damage from bending or torsion forces.

Delivery

- Precast concrete elements shall not be shipped until the concrete has attained the specified design compressive strength, or as directed by the Engineer.
- Precast concrete elements may be unloaded and placed on the ground at the site until installed. Store elements using timber supports as appropriate.
- The bridge shall not be opened to traffic until the precast concrete has attained the required 28 day design strength shown on the approved shop drawings as verified by concrete cylinder breaks.

Quality Assurance

The Precast Fabricator shall demonstrate adherence to the Specifications set forth in the NPCA Quality Control Manual.

Certification: The Precast Fabricator shall be approved by MassDOT and certified by the Precast/Prestressed Concrete Institute Plant Certification Program or the National Precast Concrete Association's Plant Certification Program prior to and during production of the products covered by this specification.

Testing and Inspection: At a minimum, the Precast Fabricator shall perform the following tests in accordance with the ASTM standards indicated. Tests shall be performed as indicated in the TESTING/INSPECTION section of these specifications.

- Air Content: C231 or C173
- Compressive Strength: C31, C39, C497
- The Owner may place an inspector in the plant when the products covered by this specification are being manufactured.

PERMISSIBLE VARIATIONS

Bridge 3-Sided Frame Units

Internal Dimensions - The internal dimension shall vary not more than 1% from the design dimensions nor more than 1-1/2 inches whichever is less.

Top Slab and Wall Thickness - The slab and wall thickness shall not be less than that shown in the design by more than 1/4 inch. A thickness more than that required in the design shall not be cause for rejection.

Length of Opposite Surfaces - Variations in laying lengths of two opposite surfaces of the bridge unit shall not be more than 1/2 inch in any section, except where beveled ends for laying of curves are specified by the purchaser.

Length of Section - The underrun in length of a section shall not be more than 1/2 inch in any bridge unit.

Position of Reinforcement - The maximum variation in position of the reinforcement shall be $\pm 1/2$ inch.

Area of Reinforcement - The areas of steel reinforcement shall be the design steel areas as shown in the approved shop drawings. Steel areas greater than those required shall not be cause for rejection. The permissible variation in diameter of any reinforcement shall conform to the tolerances prescribed in the ASTM Specification for that type of reinforcement.

Wingwalls

Wall Thickness - The wall thickness shall not vary from that shown in the design by more than 1/2 inch.

Length/ Height of Wall sections - The length and height of the wall shall not vary from that shown in the design by more than 1/2 inch.

Position of Reinforcement - The maximum variation in the position of the reinforcement shall be $\pm 1/2$ inch.

Size of Reinforcement - The permissible variation in diameter of any reinforcing shall conform to the tolerances prescribed in the ASTM Specification for that type of reinforcing. Steel area greater than that required shall not be cause for rejection.

Footings and Approach Slabs

Thickness - The footing thickness shall not vary from that shown in the design by more than 1/2 inch.

Length/Width of Sections - The length and width of the footing shall not vary from that shown in the design by more than 1/2 inch.

Position of Reinforcement - The maximum variation in the position of the reinforcement shall be $\pm 1/2$ inch.

Size of Reinforcement - The permissible variation in diameter of any reinforcing shall conform to the tolerances prescribed in the ASTM Specification for that type of reinforcing. Steel area greater than that required shall not be cause for rejection.

TESTING/ INSPECTION

Testing

Type of Test Specimen - Concrete compressive strength shall be determined from compression tests made on cylinders. A minimum of 3 cylinders shall be taken for each lot of bridge elements. (A lot is defined as the precast elements made using the same concrete mix during a single day's production.) Each lot shall be considered separately for the purpose of testing and acceptance.

Compression Testing - Cylinders shall be made and tested as prescribed by the ASTM C 39 Specification.

Acceptability of Cylinder Tests - When the average compressive strength of all cylinders tested is equal to or greater than the design compressive strength, and not more than 10% of the cylinders tested have a compressive strength less than the design concrete strength, and no cylinder tested has a compressive strength less than 80% of the design compressive strength, then the lot shall be accepted. When the

compressive strength of the cylinders tested does not conform to these acceptance criteria, the acceptability of the lot may be determined as described in the following section.

Inspection - The quality of materials, the process of manufacture, and the finished precast elements shall be subject to inspection by the purchaser.

Certificates of Compliance – The precast concrete producer shall furnish Certificates of Compliance to the Engineer stating that all fabrication was performed in accordance with the approved construction documents.

JOINTS

The 3-sided bridge frame units shall be produced with grouted shear keyways and bolted connections in the deck slabs or similar details to provide a rigid connection that will preclude reflective cracking through the pavement.

WORKMANSHIP/FINISH

The bridge and wingwall units shall be substantially free of fractures. The ends of the units shall be normal to the walls and centerline of the bridge section, within the limits of the variations specified, above, except where oblique or beveled ends are specified. The faces of the wingwalls shall be parallel to each other, within the limits of variations given above. The surface of the precast elements shall be a smooth steel form or troweled surface. Trapped air pockets causing surface defects shall be considered as part of a smooth, steel form finish.

REPAIRS

Precast elements may be repaired, if necessary, because of imperfections in manufacture or handling damage and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired section conforms to the requirements of this specification.

REJECTION

The precast elements shall be subject to rejection on account of any of the specification requirements. Individual precast elements may be rejected because of any of the following:

- Fractures or cracks passing through the walls or deck slab, except for a single end crack that does not exceed one half the thickness of the element.
- Defects which indicate proportioning, mixing, and molding not in compliance with MANUFACTURER OF PRECAST ELEMENTS section of these specifications.
- Honeycombed or open texture.
- Damaged ends, where such damage would prevent making a satisfactory joint.

MARKING

Each unit shall be clearly marked by waterproof paint. The following shall be shown on the inside of the vertical leg of the bridge frame sections:

- Bridge Frame Span XX ft Bridge Rise X ft

- Date of Manufacture
- Name or trademark of the manufacturer

INSTALLATION PREPARATION

To ensure correct installation of the precast concrete bridge system, care and caution must be exercised in placing the support areas for the footings, 3 sided frame units and wingwall elements. Exercising special care will facilitate the rapid installation of the precast components.

Footings

The precast bridge frame footings and wingwall units shall be set on a prepared subbase sufficiently level and firm to support them. If dewatering is insufficient to drain the work site so the footings are set in the dry, the foundation soils shall be over excavated to a depth of 12 inches and Crushed Stone for Bridge Foundations shall be placed and compacted.

The elevations shall be as shown on the plans and shop drawings. The precast units shall be set to the lines and grades shown on the plans. When tested with a 10-foot straight edge, the top surface of the precast units shall not vary more than 1/4 inch in 10 feet.

Minimum 4000 psi high early strength or rapid set concrete shall be used to construct the closure pours within the frame bridge footings. Grout for bridge frame keyways and wingwall joints shall be a rapid set grout suitable for the application and as specified on the approved shop drawings.

INSTALLATION

General

The installation of the precast concrete elements shall be per manufacturer's recommendations, and the following:

- Lifting - It is the responsibility of the Contractor to ensure that a crane of the correct lifting capacity is available to handle the precast concrete units. This can be accomplished by using the weights given for the precast concrete components and by determining the lifting reach for each crane unit. Site conditions must be checked well in advance of shipping to ensure proper crane location and to avoid any lifting restrictions. The lift anchors or holes provided in each unit shall be the only means to be used to lift the elements. The precast concrete elements must not be supported or raised by other means than those given in the manuals and drawings without written approval from the manufacturer.
- Erection Procedure – The Contractor shall submit along with the design computations and shop drawings specified above an erection procedure to the Engineer for approval. This procedure will indicate his proposed erection procedures and methods to be used including equipment, tools, devices, crane capacity and location, schedule of operations, methods of utility protection, etc. The requirements for equipment and all procedures utilized shall be in conformance with the intent of Subsection 960.61 Erection of the Specifications. The Contractor shall coordinate all erection and demolition activities in advance with the authorized representatives of the utility companies. Any required temporary relocations or shielding of the existing utilities will be paid for by the Contractor without additional compensation.

The erection procedure and any necessary calculations and drawings shall be stamped by a

Professional Engineer registered in Massachusetts certifying that all elements are suitably braced and within acceptable stress limits during all stages of the erection process. In determining the stresses to which the structure will be subjected, all loading combinations including wind loading shall be considered. The method of determining stresses may conform to either the AASHTO LRFD or 2002 AASHTO Standard Specifications for Highway Bridges. Erection of any bridge components may not commence until the Engineer has given written approval.

Construction equipment weight restrictions

In no case shall equipment operating in excess of the design load (HL93) be permitted over the bridge frame units unless approved by the manufacturer and Engineer.

Placement of Bridge Units

The 3-sided bridge frame, footing and wingwall units shall be placed as shown on the plans and shop drawings. Special care shall be taken in setting the elements to the line and grade show on the plans.

Joint protection

The joints between adjacent bridge frame sections shall be connected as required on the approved shop drawings. Lifting holes shall also be filled with non-shrink grout after erection is complete.

Backfill

Do not perform backfilling during wet or freezing weather. No backfill shall be placed against any structural elements until they have been approved by the Engineer.

ON SITE INSPECTION BY MANUFACTURER

A representative from the manufacturer shall be onsite for the following operations or to inspect completed portions of the structure for conformance with the design specifications:

1. Once the foundation preparation is complete it shall be inspected for acceptability prior to placement of the bridge and wingwall units;
2. During the entire erection operation of the bridge and wingwall units;
3. Once erection and assembly of the structure is complete and the joint connections are made, it shall be inspected for conformance with the design specifications prior to backfilling;
4. During the entire backfilling operation until the fill is uniformly brought up to the level of the approach slabs.

5000 PSI, ¾ IN., 685 HP Cement Concrete shall be used to construct any required closure pours located between the precast concrete abutment footings and between the precast 3-sided frames and wingwalls. 5000 PSI, ¾ IN., 685 HP Cement Concrete shall conform to all material and placement, finishing, and curing requirements of the Standard Specifications.

SCHEDULE OF BASIS FOR PARTIAL PAYMENT

The Contractor shall submit a schedule of unit prices for the major component Sub-Items that make up Item 995.01 as well as his/her total Bridge Structure Lump Sum cost. The Bridge Structure Lump Sum breakdown quantities provided in the proposal form are estimated and not guaranteed. The total of all partial payments to the Contractor shall equal the Lump Sum contract price regardless of the accuracy of the quantities furnished by the Engineer for the individual bridge components. The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 995.01 and no further compensation will be allowed.

The schedule on the proposal form applies only to Bridge Structure No. W41033. Payment for similar materials and construction at locations other than at this bridge structure shall not be included under this Item. Sub-Item numbering is presented for information only in coordination with MassDOT Standard Nomenclature.

<u>995.01</u>		<u>Bridge No. W41033</u>	
<u>Sub-Item</u>	<u>Description</u>	<u>QTY.</u>	<u>UNIT</u>
904.31	PRECAST 3-SIDED FRAME, WINGWALLS, FOOTINGS & APPROACH SLABS MINIMUM 5000 PSI HP CEMENT CONCRETE	125	CY
904.4	5000 PSI, ¾ IN., 685 HP CEMENT CONCRETE (CIP FOOTING & WINGWALL CLOSURES & SAFETY CURBS)	5	CY
910.1	STEEL REINFORCEMENT FOR STRUCTURES – EPOXY COATED	11500	LB
976.	THRIE BEAM METAL BRIDGE RAILING	43	FT

CONTRACT ALLOWANCE PAYMENT ITEMS

The quantity to be paid for under these items shall be the actual amount paid by the Contractor to provide satisfactory police services and testing operations as stipulated and required. Any associated Contractor overhead costs and profit shall be considered incidental to the cost of the contract.

ALLOWANCE ITEM 999.001

TRAFFIC POLICE

The Contractor shall furnish police services where and when required to direct traffic on existing roadways where traffic is maintained.

The Contractor shall provide such police officers as may be deemed necessary by either the Engineer or the Town for the direction and control of all traffic traveling within and through the project area. The police officers shall be obtained from the Town Police Department as applicable. The police officers shall be paid

by the Contractor at the prevailing rate of wages established by the Town.

Allowance for Police Services

An allowance for the furnishing of police services has been included in all bids. This allowance is determined by multiplying the number of hours estimated as necessary by the prevailing hourly rate of wages established for such services. The Contractor shall submit certified copies of itemized bills of services rendered for review and approval by the Engineer. The allowance will be adjusted to the actual amount paid for authorized and approved police services as stipulated and shall include other payments due to any legal requirements of the State and Federal governments.

ALLOWANCE ITEM 999.300

MATERIALS INSPECTION, SAMPLING AND TESTING SERVICES

Allowance for Verification and Testing

Materials inspection, sampling and testing services shall be provided by independent testing consultants or firms that shall be retained by the Contractor to ensure compliance with the Standard Specifications and these Special Provisions. These services will include, but are not limited to the following:

- Precast Concrete Shop Fabrication Inspection
- Field Placed Cement Concrete Inspection and Testing

The firm(s) selected to provide these services must be pre-qualified by MassDOT in the discipline of Materials Inspection and Testing. The Contractor shall coordinate with the firm(s) and the Engineer as necessary while the work is ongoing to ensure that the appropriate materials inspection, sampling and testing is occurring. Test reports shall be provided to the Engineer with copies to the Contractor. Work on materials that fail to meet the requirements of these Special Provisions shall be promptly corrected by the Contractor in accordance with the standard specifications. The cost of tests that fail to show compliance will not be reimbursed to the Contractor. The Contractor shall be reimbursed under this allowance item for testing based on paid invoices from the independent testing consultant(s).

ALLOWANCE ITEM 999.800

ADDITIONAL MATERIALS

The Contractor will be paid his/her actual cost plus ten (10) percent for additional materials that are required to perform additional work if directed by the Engineer. However, no materials shall be ordered until approved by the Engineer and competitive prices may be required if the Engineer directs.

The Contractor is required to seek permission from the Engineer for use of artisans for the acquisition of materials. The Contractor will not bid this item. No materials that are incidental or required under a Bid Item shall be paid for under this allowance.

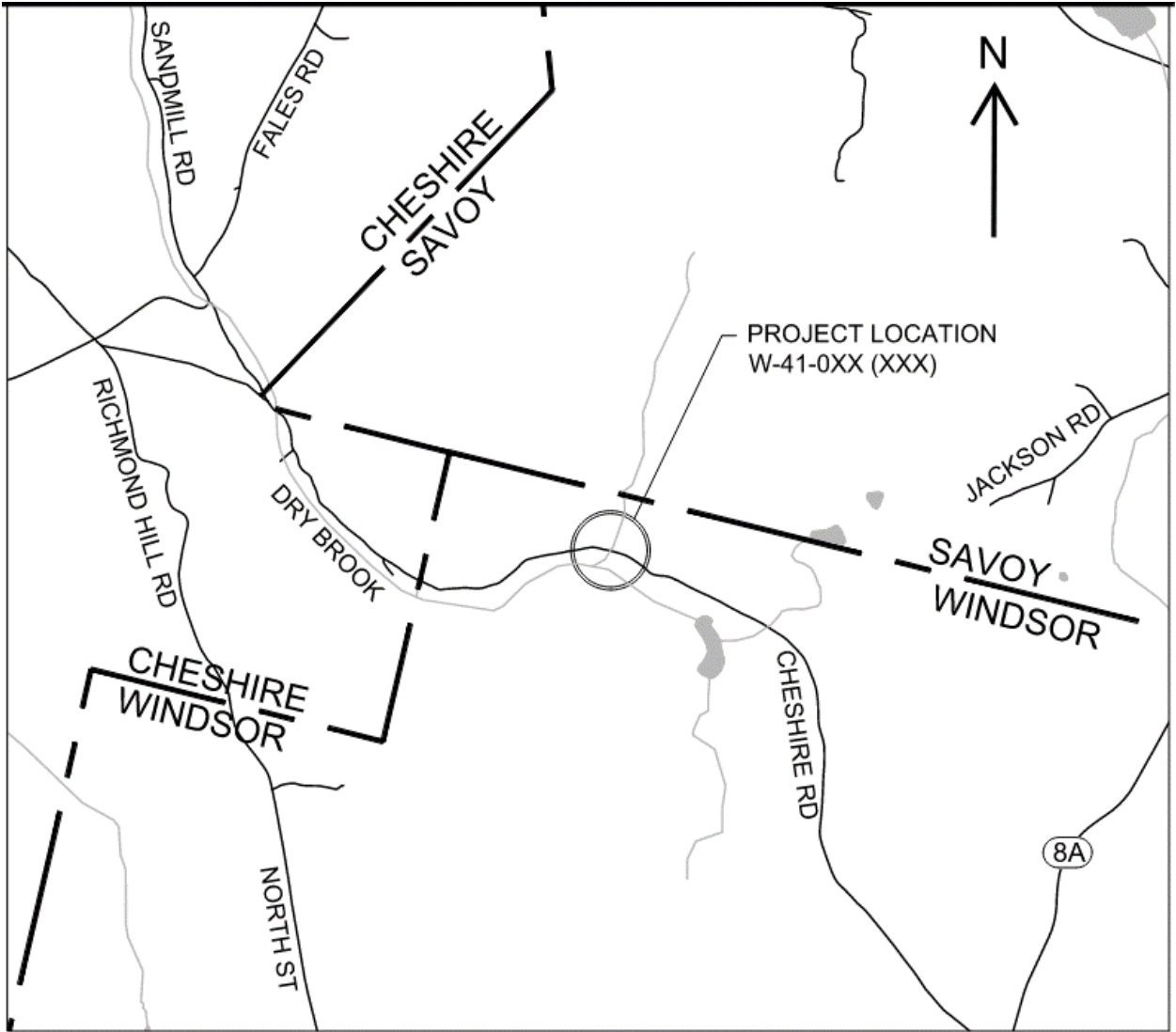
ALLOWANCE ITEM 999.801

ADDITIONAL ARTISANS

The Contractor will be paid his/her actual cost plus ten (10) percent for any additional artisans required to perform additional work if directed by the Engineer. However, no subcontractor shall be ordered until the estimate has been approved by the Engineer and competitive prices may be required if the Engineer so directs.

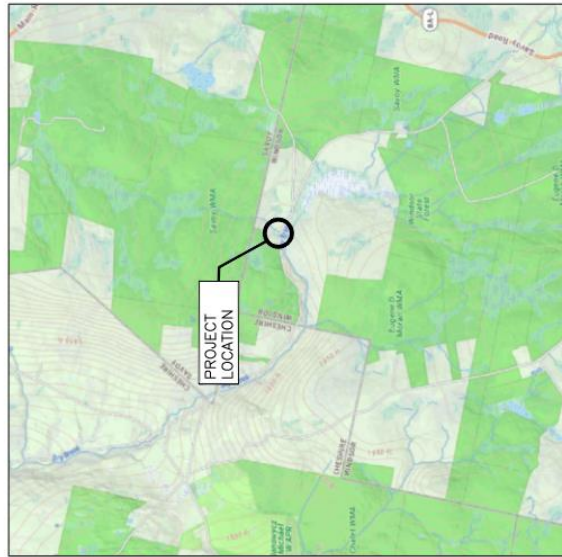
• *****END OF SPECIAL PROVISIONS*****

- APPENDIX A
- LOCUS MAP



- . **APPENDIX B**
- . **NOTICE OF INTENT PERMITTING PLANS**

TOWN OF WINDSOR
 CHESHIRE ROAD OVER DRY BROOK TRIBUTARY
 W-014-27
 IN THE TOWN OF
 WINDSOR, MA
 BERKSHIRE COUNTY
ENVIRONMENTAL PERMIT PLANS



- SURVEY NOTES:**
- COORDINATES IN U.S. SURVEY FEET ARE REFERENCED TO THE MASSACHUSETTS COORDINATE SYSTEM, MAINLAND ZONE, REFERENCED TO THE NORTH AMERICAN DATUM OF 1983
 - ELEVATIONS, IN U.S. SURVEY FEET, ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988

- LIST OF RESOURCE ABBREVIATIONS**
- BWV = BORDERING VEGETATED WETLAND
 - LWWV = LAND UNDER WATERBODIES AND WATERWAYS
 - RFA = RIVERFRONT AREA
 - BSLF = BORDERING LAND SUBJECT TO FLOODING
 - ILSF = ISOLATED LAND SUBJECT TO FLOODING
 - OHV = ORDINARY HIGH WATER

SHEET NO.	SHEET TITLE
1	TITLE SHEET & LOCUS
2	EXISTING CONDITIONS PLAN
3	PROPOSED CONDITIONS PLAN
4	PROPOSED & EXISTING ELEVATION
5	RESOURCE IMPACT PLANS

- RESOURCE IMPACTS:**
- LAND UNDER WATERBODIES & WATERWAYS (PERMANENT) = 250 SF
 - LAND PREDEGED = 70 CY
 - RIVER FRONT AREA = 1000 SF
 - MATERIAL DISCHARGED (PERMANENT) = 60 CY
 - MATERIAL DISCHARGED (TEMPORARY) = 5 CY
 - BANKS (PERMANENT) = 55 LF
 - BORDERING VEGETATED WETLANDS = 36 SF

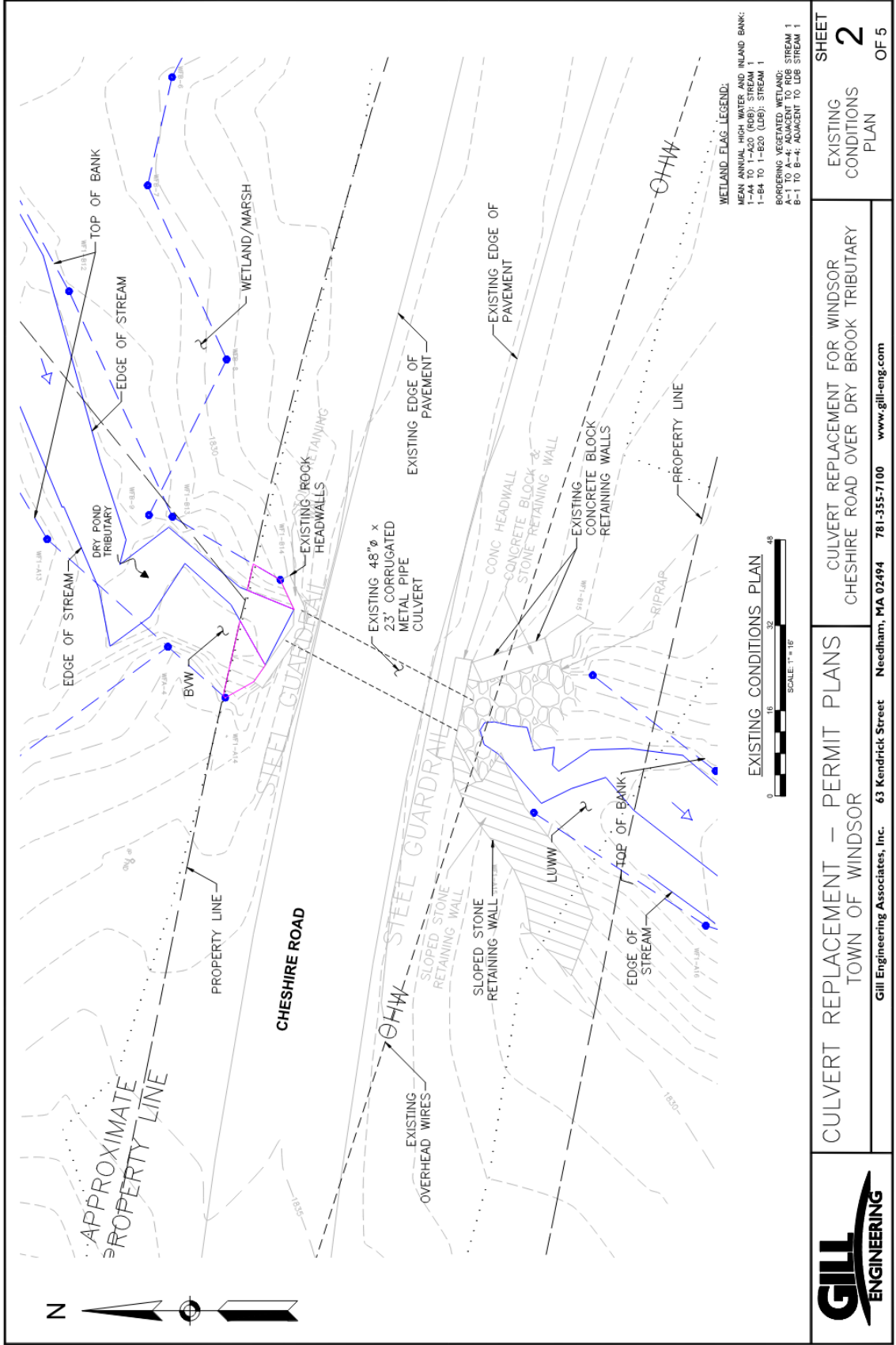


CULVERT REPLACEMENT – PERMIT PLANS
 TOWN OF WINDSOR

CULVERT REPLACEMENT FOR WINDSOR
 CHESHIRE ROAD OVER DRY BROOK TRIBUTARY

Gill Engineering Associates, Inc. 63 Kendrick Street Needham, MA 02494 781-355-7100 www.gill-eng.com

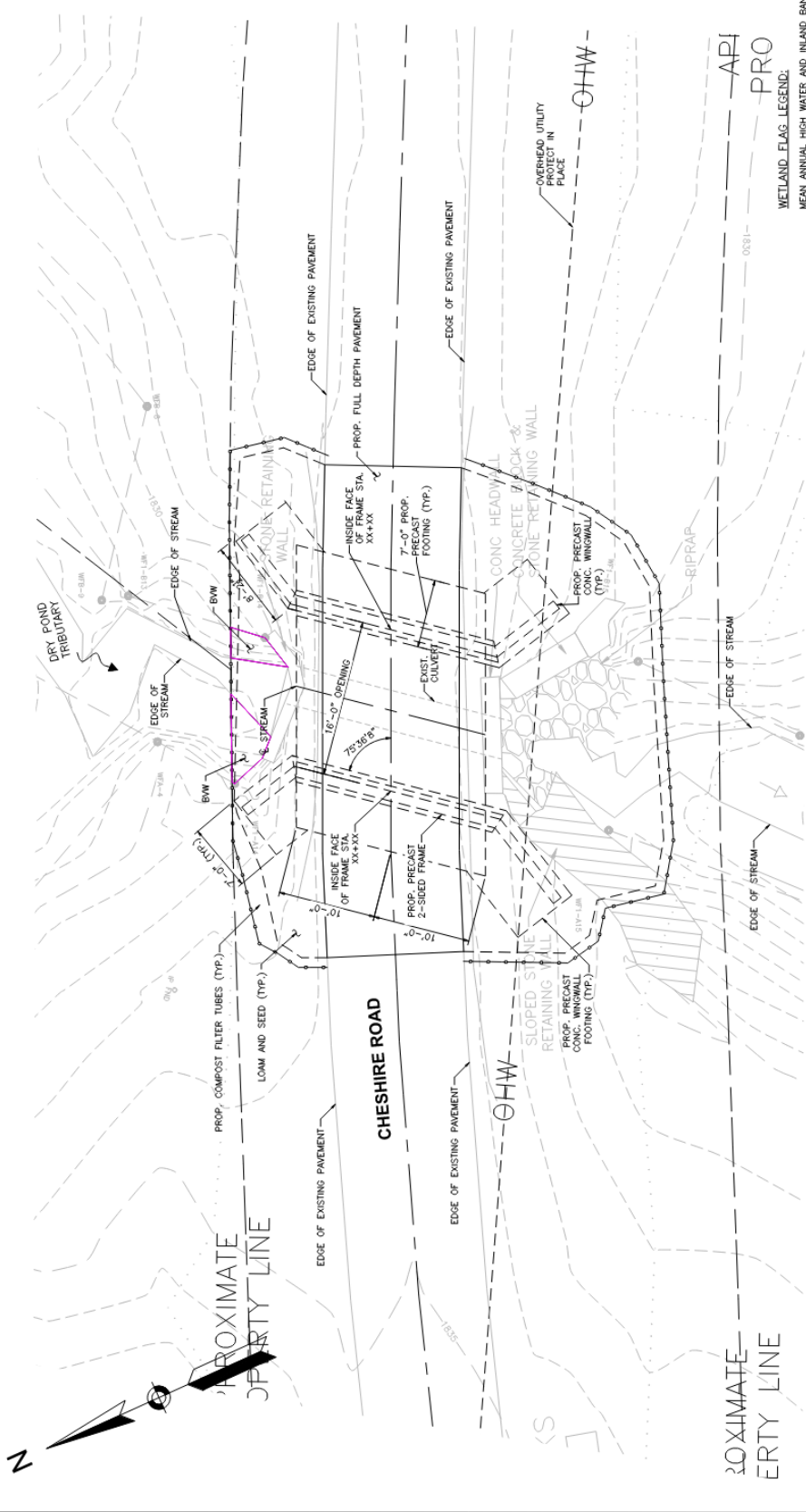
SHEET
 TITLE SHEET &
 LOCUS
1
 OF 5



WETLAND FLAG LEGEND:
 MEAN ANNUAL HIGH WATER AND INLAND BANK:
 1-24 TO 1-40 (RBY) STREAM 1
 1-64 TO 1-820 (LBB) STREAM 1
 BORROWNS VEGETATED WETLAND:
 A-1 TO A-4: ADJACENT TO RIBB STREAM 1
 B-1 TO B-4: ADJACENT TO LBB STREAM 1



	CULVERT REPLACEMENT – PERMIT PLANS TOWN OF WINDSOR	EXISTING CONDITIONS PLAN SHEET 2 OF 5
CULVERT REPLACEMENT FOR WINDSOR CHESHIRE ROAD OVER DRY BROOK TRIBUTARY		EXISTING CONDITIONS PLAN
Gill Engineering Associates, Inc. 63 Kendrick Street Needham, MA 02494 781-355-7100 www.gill-eng.com		



WETLAND FLAG LEGEND:
 WETLAND ANNUAL HIGH WATERS AND INLAND BANK:
 1-A4 TO 1-A20 (RUBB) STREAM 1
 1-B4 TO 1-B20 (LBB) STREAM 1
 BOREHOLE VEGETATED WETLAND:
 A-1 TO A-4: ADJACENT TO RIBB STREAM 1
 B-1 TO B-4: ADJACENT TO LBB STREAM 1

PROPOSED CONDITIONS PLAN
 SCALE 1"=10'
 0 10 20 30

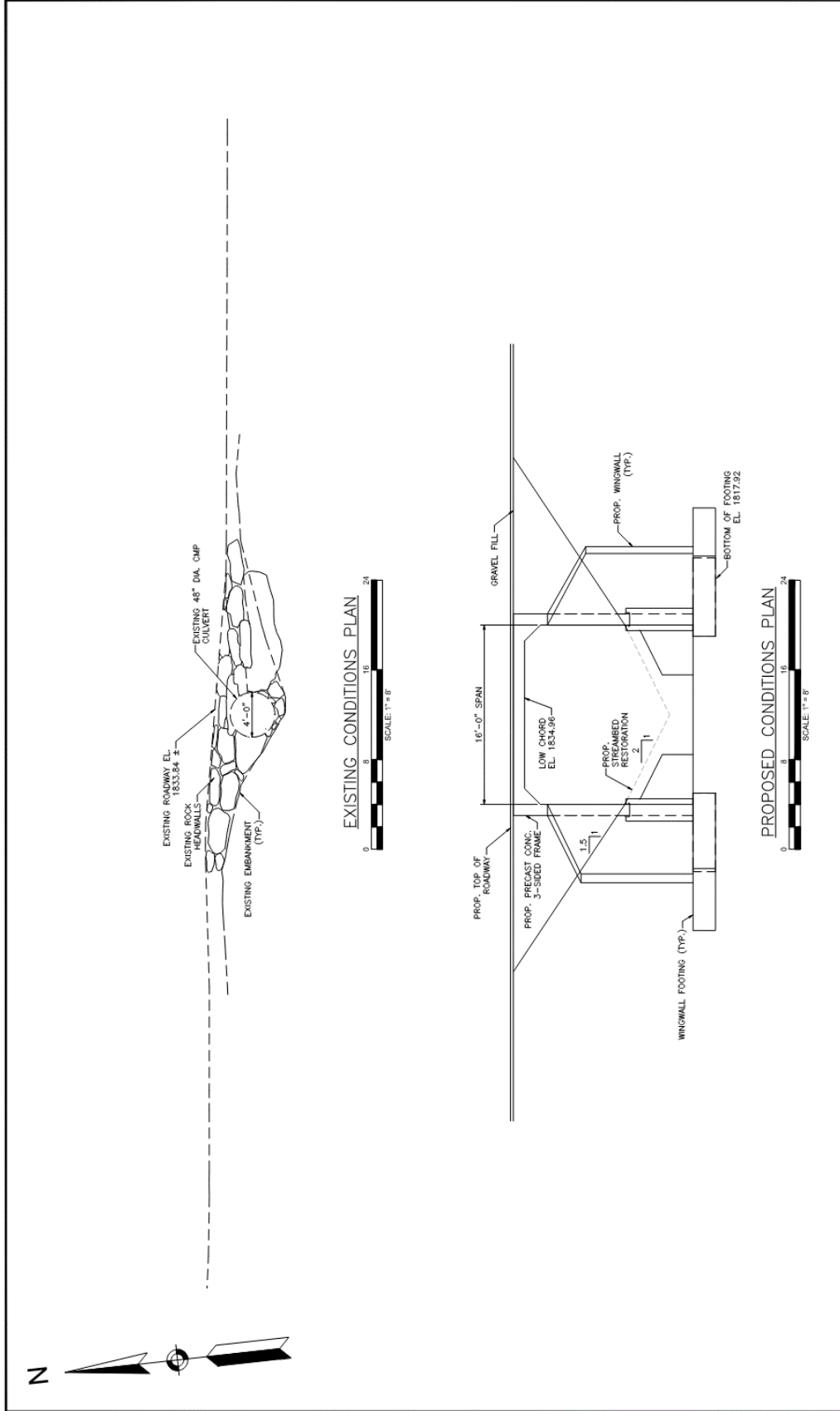
GILL ENGINEERING

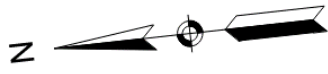
CULVERT REPLACEMENT - PERMIT PLANS
 TOWN OF WINDSOR

CULVERT REPLACEMENT FOR WINDSOR
 CHESHIRE ROAD OVER DRY BROOK TRIBUTARY


Gill Engineering Associates, Inc. 63 Kendrick Street Needham, MA 02494 781-355-7100 www.gill-eng.com

PROPOSED CONDITIONS PLAN
 SHEET **3** OF 5






EXISTING CONDITIONS PLAN



PROPOSED CONDITIONS PLAN



CULVERT REPLACEMENT – PERMIT PLANS
TOWN OF WINDSOR

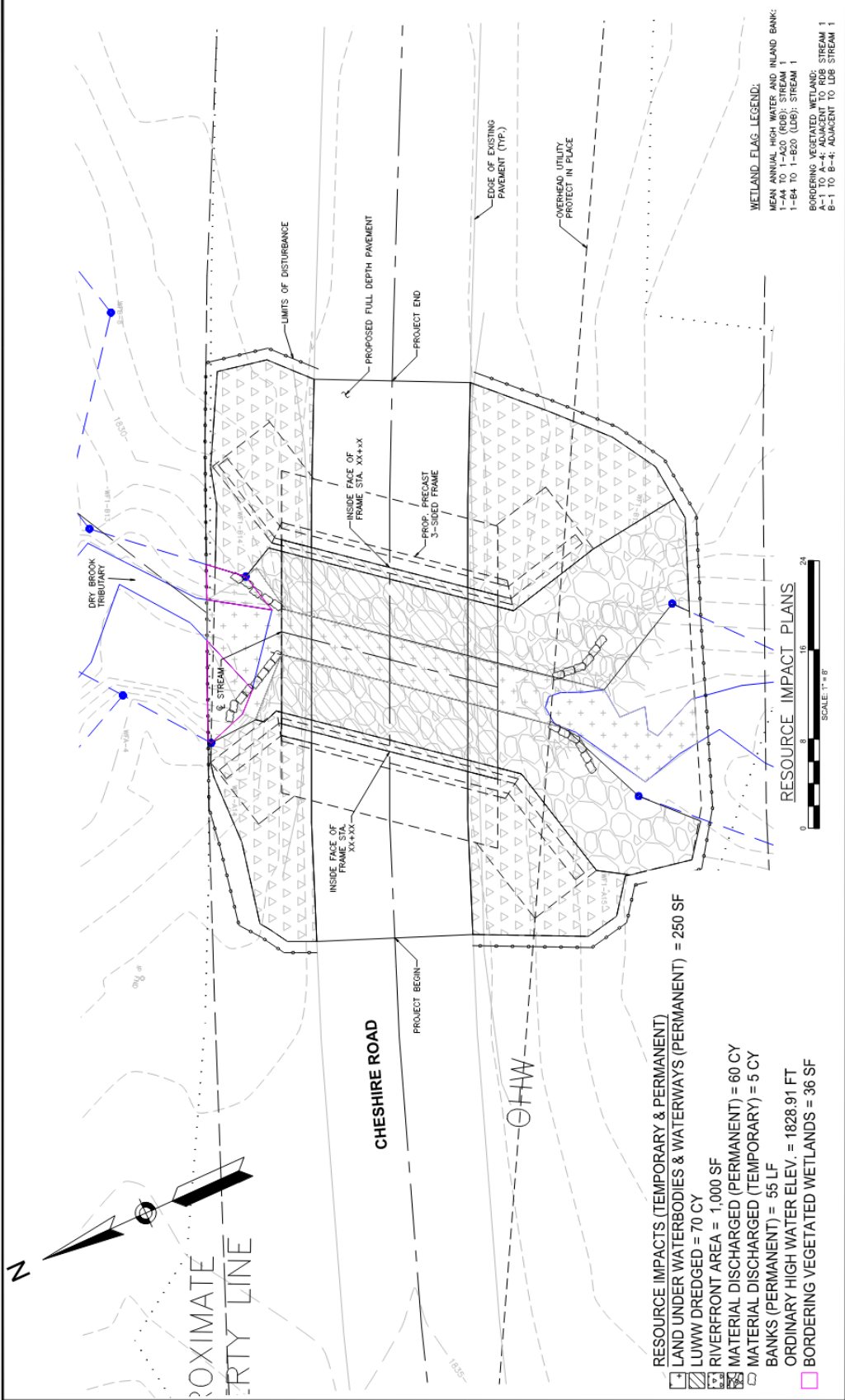
CULVERT REPLACEMENT FOR WINDSOR
CHESHIRE ROAD OVER DRY BROOK TRIBUTARY

Gill Engineering Associates, Inc. 63 Kendrick Street Needham, MA 02494 781-353-7100 www.gill-eng.com

PROPOSED &
EXISTING
ELEVATION

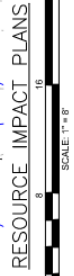
4

OF 5



- RESOURCE IMPACTS (TEMPORARY & PERMANENT)
- LAND UNDER WATERBODIES & WATERWAYS (PERMANENT) = 250 SF
 - ▨ LUWW DREDGED = 70 CY
 - ▩ RIVERFRONT AREA = 1,000 SF
 - ▧ MATERIAL DISCHARGED (PERMANENT) = 60 CY
 - ▦ MATERIAL DISCHARGED (TEMPORARY) = 5 CY
 - BANKS (PERMANENT) = 55 LF
 - ORDINARY HIGH WATER ELEV. = 1828.91 FT
 - BORDERING VEGETATED WETLANDS = 36 SF

WETLAND FLAG LEGEND:
 MEAN ANNUAL HIGH WATER AND INLAND BANK:
 CO-1-40 (RIB), STREAM 1
 1-E4 TO 1-B20 (LBB), STREAM 1
 BORDERING VEGETATED WETLANDS:
 B-1 TO B-4; ADJACENT TO LBB STREAM 1



	CULVERT REPLACEMENT - PERMIT PLANS TOWN OF WINDSOR	SHEET 5 RESOURCE IMPACT PLANS OF 5
CULVERT REPLACEMENT FOR WINDSOR CHESHIRE ROAD OVER DRY BROOK TRIBUTARY		
Gill Engineering Associates, Inc. 63 Kendrick Street Needham, MA 02494 781-355-7100 www.gill-eng.com		

- . APPENDIX C
- . WPA-5 ORDER OF CONDITIONS
- .



A. General Information

1. Conservation Commission WINDSOR

2. Issuance a. OOC b. Amended OOC

3. Applicant Details

a. First Name	DOUGLAS	b. Last Name	MCNALLY
c. Organization	TOWN OF WINDSOR		
d. Mailing Address	1890 STATE ROUTE 9		
e. City/Town	WINDSOR	f. State	MA
		g. Zip Code	01270

4. Property Owner

a. First Name	b. Last Name
c. Organization	
d. Mailing Address	
e. City/Town	f. State
	g. Zip Code

5. Project Location

a. Street Address	952 CHESHIRE ROAD		
b. City/Town	WINDSOR	c. Zip Code	01270
d. Assessors	1	e. Parcel/Lot#	30
Map/Plat#			
f. Latitude	42.55575N	g. Longitude	73.07694W

6. Property recorded at the Registry of Deed for:

a. County	b. Certificate	c. Book	d. Page
------------------	-----------------------	----------------	----------------

7. Dates

a. Date NOI Filed : 3/27/2024 b. Date Public Hearing Closed: 4/9/2024 c. Date Of Issuance: 4/9/2024

8. Final Approved Plans and Other Documents

a. Plan Title: **b. Plan Prepared by:** **c. Plan Signed/Stamped by:** **d. Revised Final Date:** **e. Scale:**

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act

Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

a. <input checked="" type="checkbox"/> Public Water Supply	b. <input type="checkbox"/> Land Containing Shellfish	c. <input checked="" type="checkbox"/> Prevention of Pollution
d. <input checked="" type="checkbox"/> Private Water Supply	e. <input checked="" type="checkbox"/> Fisheries	f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat
g. <input checked="" type="checkbox"/> Ground Water Supply	h. <input checked="" type="checkbox"/> Storm Damage Prevention	i. <input checked="" type="checkbox"/> Flood Control

2. Commission hereby finds the project, as proposed, is:

Approved subject to:

a. The following conditions which are necessary in accordance with the performance standards set forth in the



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:
MassDEP File #:347-0089
eDEP Transaction #:1726903
City/Town:WINDSOR

wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

Denied because:

b. The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**

c. The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a). _____ a. linear feet

Inland Resource Area Impacts:(For Approvals Only):				
Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	55 a. linear feet	_____ b. linear feet	55 c. linear feet	_____ d. linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	36 a. square feet	_____ b. square feet	0 c. square feet	_____ d. square feet
6. <input checked="" type="checkbox"/> Land under Waterbodies and Waterways	250 a. square feet	_____ b. square feet	0 c. square feet	_____ d. square feet
	70 e. c/y dredged	_____ f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
Cubic Feet Flood Storage	_____ e. cubic feet	_____ f. cubic feet	_____ g. cubic feet	_____ h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	_____ a. square feet	_____ b. square feet		
Cubic Feet Flood Storage	_____ c. cubic feet	_____ d. cubic feet	_____ e. cubic feet	_____ f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront Area	1000 a. total sq. feet	_____ b. total sq. feet		
Sq ft within 100 ft	_____	_____	_____	_____



Massachusetts Department of Environmental Protection

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 MassDEP File #:347-0089
 cDEP Transaction #:1726903
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Sq ft between 100-200 ft	c. square feet	d. square feet	e. square feet	f. square feet
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	g. square feet	h. square feet	i. square feet	j. square feet
	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Coastal Resource Area Impacts:

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	<u> </u>	<u> </u>		
	a. square feet	b. square feet		
	<u> </u>	<u> </u>		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
14. <input type="checkbox"/> Coastal Dunes	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
15. <input type="checkbox"/> Coastal Banks	<u> </u>	<u> </u>		
	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	<u> </u>	<u> </u>		
	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	<u> </u>	<u> </u>		
	a. square feet	b. square feet		
	<u> </u>	<u> </u>		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	<u> </u>	<u> </u>		
	c. c/y dredged	d. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	<u> </u>	<u> </u>		
	a. square feet	b. square feet		

22. Restoration/Enhancement (For Approvals Only)
 If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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eDEP Transaction #:1726903
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_____ a. square feet of BVW

_____ b. square feet of Salt Marsh

23.

Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

_____ a. number of new stream crossings

_____ b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

" Massachusetts Department of Environmental Protection"
[or "MassDEP"]
File Number : "347-0089"

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:
MassDEP File #:347-0089
eDEP Transaction #:1726903
City/Town:WINDSOR

- Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
 13. The work shall conform to the plans and special conditions referenced in this order.
 14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
 15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
 16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
 17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
 18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order(the "Project") is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions:
 - a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
 - b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:
MassDEP File #:347-0089
eDEP Transaction #:1726903
City/Town:WINDSOR

associated with post-construction BMPs is suitably established to withstand erosion.

- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
 - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed



**Massachusetts Department of Environmental
Protection**

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:
MassDEP File #:347-0089
eDEP Transaction #:1726903
City/Town:WINDSOR

around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions:
SEE ATTACHED



D. Findings Under Municipal Wetlands Bylaw or Ordinance

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

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

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

1. Municipal Ordinance or Bylaw _____ 2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b. APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw _____ 2. Citation _____

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

The special conditions relating to municipal ordinance or bylaw are as follows:



E. Signatures

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

4/9/2024
 1. Date of Original Order

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

3
 2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:	Joanne Haracz
_____	_____
Wendi Volk	Glenn Roy
_____	_____
Jonathan Lueken	_____
_____	_____
Dicken Crane	
<input type="checkbox"/> by hand delivery on _____	<input type="checkbox"/> by certified mail, return receipt requested, on _____
Date _____	Date _____

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, 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 MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed 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 Order. 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.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

G. Recording Information

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:

MassDEP File #:347-0089

eDEP Transaction #:1726903

City/Town:WINDSOR

subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

WINDSOR

Conservation Commission

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

To:

WINDSOR

Conservation Commission

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

952 CHESHIRE ROAD

Project Location

347-0089

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner

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

Book

Page

In accordance with the Order of Conditions issued on:

Date

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

Instrument Number

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

Document Number

Signature of Applicant

Rev. 4/1/2010

. **APPENDIX D**

. **US ARMY CORPS OF ENGINEERS SELF-VERIFICATION
NOTIFICATION FORM**



**US Army Corps
of Engineers**[®]
New England District

V: Self-Verification Notification Form

(for all tidal and non-tidal projects subject to Corps jurisdiction)

Complete **all** fields (write “none” if applicable) below or use the fillable form at www.nae.usace.army.mil/missions/regulatory/state-general-permits/massachusetts-general-permit.

Before work within Corps jurisdiction commences, and unless otherwise specified, email this form, a location map, and project plans drawn to scale and not larger than 11” x 17”, to cenac-r@usace.army.mil, (978) 318-8303 (fax), or “Regulatory Division, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751”. The Corps will acknowledge receipt of this form in writing. Please call (978) 318-8338 with questions.

Permittee: Town of Windsor, Douglas McNally, authorized representative Gill Engineering Associates
 Address, City, State & Zip: Town of Windsor, Douglas McNally, 1890 Route 9, Windsor, MA 01270
 Phone(s) and Email: Town of Windsor 413-822-9337, dmcnally@windsormass.com, Gill Engineering 617-416-2550, dcrovo@gill-eng.com

Contractor (write none if same as permittee): TBD (Project not yet bid)
 Address, City, State & Zip: _____
 Phone(s) and Email: _____

Prior Corps File or Permit Numbers(s): _____
 Project Location (provide detailed description if necessary): Cheshire Road over Dry Brook Tributary

Address, City, State & Zip: Near 884 Cheshire Road, Windsor, MA 01270
 Latitude/Longitude Coordinates (if address doesn't exist): 42.552958N 73.068781E
 Waterway Name: Tributary of Dry Brook

Work will be done under the following activity(s) in Section III, Eligible Activities (check all that apply):

- | | | | | | |
|---------|------------|-------------|-------------|----------|----------|
| 1 _____ | 5 <u>x</u> | 9 _____ | 13 _____ | 17 _____ | 21 _____ |
| 2 _____ | 6 <u>x</u> | 10 <u>x</u> | 14 <u>x</u> | 18 _____ | 22 _____ |
| 3 _____ | 7 <u>x</u> | 11 _____ | 15 _____ | 19 _____ | 23 _____ |
| 4 _____ | 8 _____ | 12 _____ | 16 _____ | 20 _____ | |

Project Purpose: The proposed of this culvert replacement is to replace the existing deficient culvert , improve the hydraulic opening, and incorporate environmental design standards and flood resiliency criteria. The proposed work is funded by the Massachusetts Division of Ecological Restoration (DER) Culvert Replacement Municipal Assistance Grant Program.

Work Description: The existing metal pipe culvert will be replaced with a 3-sided concrete frame with a wider opening. The temporary water control plan consists of sand bags and pumps to divert the water. Construction is to be completed in the dry. The stream bed will be restored with natural stream bed material.

(continued on next page)

Aggregate total wetland impact area:	temporary <u>27</u> SF	permanent <u>0</u> SF
Aggregate total waterway impact area:	temporary <u>17</u> SF	permanent <u>110</u> SF
Aggregate total area of structures (e.g., floats, pile-supported structures)	temporary <u>17</u> SF	permanent <u>110</u> SF

Does your project include any indirect or secondary impacts? (See General Condition 3.)

Yes _____ No x

If yes, describe here: N/A

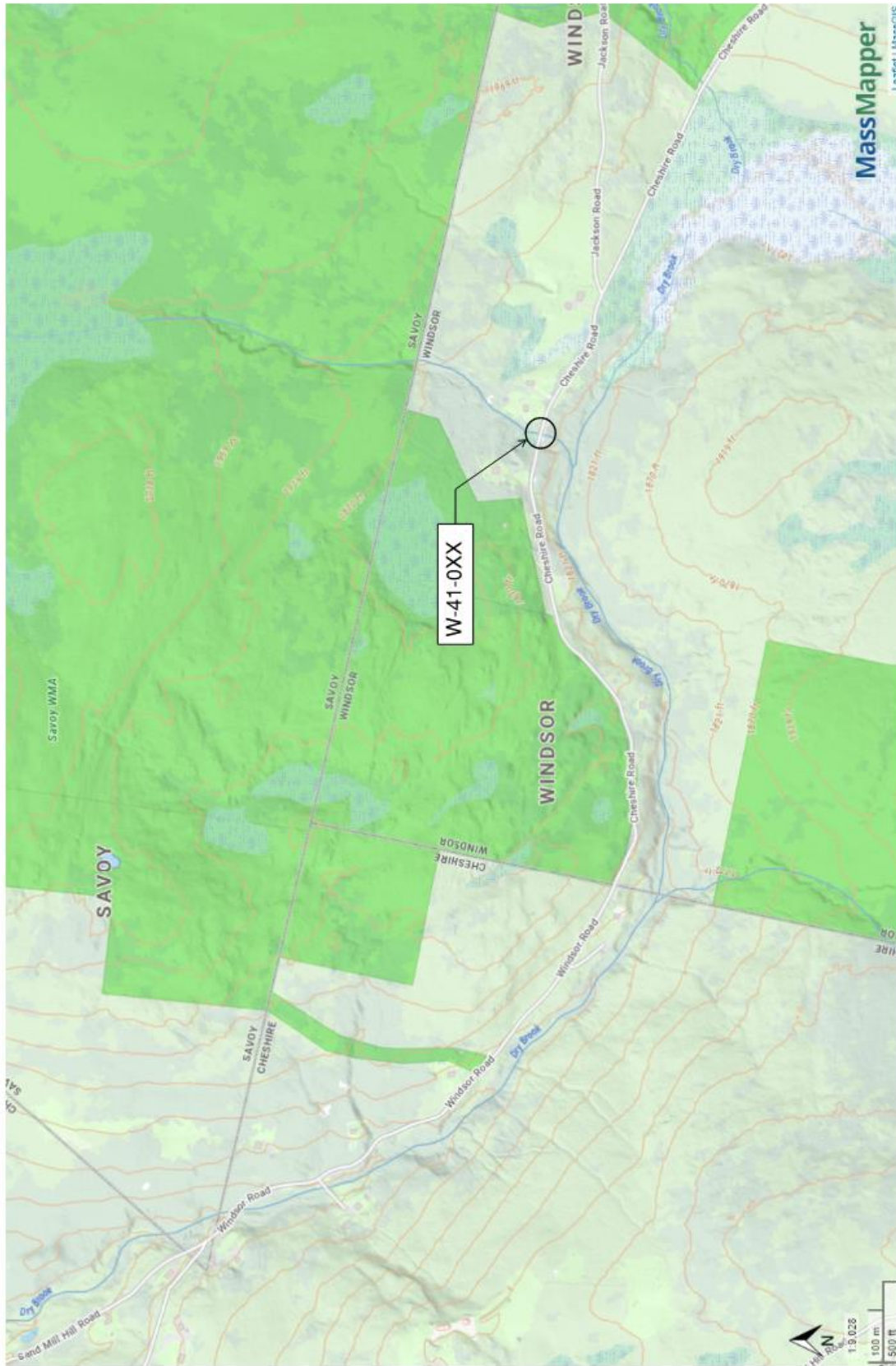
Proposed Work Dates: Start: September 2024 (Estimated) Finish: November 2024 (Estimated)

Your name/signature below, as permittee, confirms that: a) your project meets the self-verification criteria; and b) you accept and agree to comply with the applicable terms and conditions in the General Permits for Massachusetts.

Permittee Printed Name: Town of Windsor, Gill Engineering Associates Authorized Representative

Permittee Signature: *Daniel S. Crovo* Date: 5/23/2024

Windsor W-41-0XX Locus



**TOWN OF WINDSOR
BRIDGE #W-41-003 – CHESHIRE ROAD OVER DRY BROOK
FRCOG IFB 2025-2154**

GENERAL INSTRUCTIONS TO BIDDERS

1. All bids must contain a filled out and signed BID FORM. Minor defects on a bid submittal may be waived by the Chief Procurement Officer (CPO) as long as the error or variation is not prejudicial or preferential to the other bidders and that it may be corrected without affect upon substantive elements of the bid such as, but not limited to, price, quality, payment terms or delivery schedule. Resolution will be determined by the CPO.
2. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the CPO. Conditional bids will not be accepted. Any bid arriving after the time and date of bid opening will not be accepted.
3. As the TOWN OF WINDSOR is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
4. A bidder will be held to the terms and the prices on the bid form for the duration of the contract period if a contract is signed by both parties within 30 days from bid opening.
5. The TOWN reserves the right to reject any and all bids, in total or in part.
6. The selected contractor will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.
7. The contractor will be required to indemnify and hold harmless the TOWN OF WINDSOR for all damages to life and property that may occur due to contractor's negligence or that of his/her employees, subcontractors, etc., during the contract.
8. If in the judgment of the TOWN OF WINDSOR, any property is needlessly damaged by an act or omission of the contractor, the amount of damages will be deducted from money due the contractor or may be recovered from said contractor in legal action.
9. Any restrictions, qualifications, or deviations from specifications must appear either on the bid form or on an attachment thereto.
10. A contract (or contracts) will be signed between the awarded bidder(s) and the TOWN OF WINDSOR. **A sample contract is attached.** Any provisions of the contract that cannot be met by a prospective bidder must be brought to the attention of the FRCOG during the open question period, otherwise submittal of a bid constitutes acceptance of the Town's standard terms and conditions.
11. Once bids are opened, the FRCOG will forward the information to the Town and their Engineer for review.
12. The contract(s) resulting from this bid will be awarded to the lowest responsible and responsive bidder based upon bid price, past performance and reliability of the bidder, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid form. In the event of identical and responsible low bids, a coin toss overseen by the CPO will determine the award. Responsibility may be determined in part by reference checks. **A list of all projects done or in process for Municipalities in Massachusetts for Bridges/Culverts in the last two years is required with the bid submission.**
13. Any questions about the technical specifications of the project or the bid process must be directed to FRCOG via written question (email ebatchelder@frcog.org and all prospective bidders will be notified if an addendum is required.

14. The FRCOG will in no way be responsible for the actions of the TOWN. Payment of invoices will be made within 30 days upon receipt of invoice by the TOWN.
15. FRCOG will be available to answer any general questions about bid procedure, etc., but no question will be answered that in any way could give an unfair advantage to a bidder. All inquiries concerning this bid should be directed to:

Ellen Batchelder, Assistant Procurement Officer
Franklin Regional Council of Governments
12 Olive Street, Suite 2
Greenfield, MA 01301
EMAIL ebatchelder@frcog.org

16. Police or Flagging Detail will be the responsibility of the CONTRACTOR. See Special Provisions/Technical Specifications.
17. The FRCOG and the TOWN OF WINDSOR do not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who may need auxiliary aids should call the Council office.
18. Awards will be based on the estimated quantities provided times the price submitted. The responsive and responsible contractor whose total is lowest for the combination of all items will be awarded unless the Town has a legitimate reason to not award to that particular vendor per MGL Ch30 §39M.
19. The project is being funded by Grant and Town Funds which have been appropriated. If funding is unavailable, the project could be cancelled.
20. **OSHA Certification is Required**

All contractors working on public works projects will be required to certify that ALL employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees OSHA 10- hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid but must be available upon request.

21 Contract execution will be conditioned upon producing:

An insurance certificate as outlined on the INSURANCE REQUIREMENTS page and a 50% Labor and Materials Payment Bond.

Failure or refusal of the successful bidder to execute and deliver a Signed Contract, Certificate of Insurance, and Labor and Materials Bond acceptable to the Chief Procurement Officer within five days after notice of contract award will result in the forfeiture of the Bid Bond as Liquidated Damages. The Contract may be awarded to the next lowest qualified bidder or the IFB re-advertised, if the Town believes it is in the best public interest.

22.

INSURANCE REQUIREMENTS

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Council and before commencement of work hereunder the Contractor agrees to furnish the Council certificates of insurance or other evidence satisfactory to the Council to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the minimum amounts specified below:

COVERAGE LIMITS OF LIABILITY

Workers' Compensation	Statutory
Employers' Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence
Contractor's Pollution Liability	\$1,000,000 each occurrence \$3,000,000 aggregate

Contractor's Pollution Liability: The Contractor shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Town shall be named as an additional insured.

The TOWN OF WINDSOR shall be named as an additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Checklist of Required Signed Bid Documents:

- Bid Form
- Bid Signature Page with Corporate Resolution or List of Partners if applicable
- 5% Bid Bond
- References (Please list all Massachusetts municipal Bridge/Culvert Projects completed or in process in the last two years with contact information)

SUBMIT ONE ORIGINAL AND ONE COPY OF THE BID

FORM FOR GENERAL BID – Page 1 of 3
TOWN OF WINDSOR – BRIDGE #W-41-003 CHESHIRE ROAD OVER DRY BROOK
FRCOG IFB 2025-2154

To the Town of WINDSOR, Massachusetts, (hereinafter called the "Owner") acting through its Selectboard, duly authorized therefore, who act solely for said Town and without personal liability to themselves:

Ladies/Gentlemen:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the Specifications (and amendments thereto); and he/she bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have forty (40) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Proposals if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Bid Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in the bid and MassDOT, Mass DEP and Army Corps of Engineers standards, where appropriate, and agree to the standard terms and conditions of the sample contract attached.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in **compliance with all laws of the Commonwealth relating to taxes**, reporting of employees and contractors, and withholding and remitting child support.

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

The undersigned certifies under penalties of perjury that the said undersigned is **not presently debarred** from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

I hereby certify that all of our employees who will be employed at the work site have successfully passed the **OSHA approved 10-hour safety course**, and we have proof on file. I also certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.


The BIDDER acknowledges receipt of the following addenda:

- No. _____, dated _____, 2025
- No. _____, dated _____, 2025
- No. _____, dated _____, 2025
- No. _____, dated _____, 2025

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENDED
115.1	1	LS	DEMOLITION OF CHESHIRE ROAD CULVERT		\$
140.	1065	CY	BRIDGE EXCAVATION		\$
151.	60	CY	GRAVEL BORROW		\$
151.2	570	CY	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES		\$
156.	54	TON	CRUSHED STONE		\$
156.1	160	TON	CRUSHED STONE FOR BRIDGE FOUNDATIONS		\$
170.	105	SY	FINE GRADING AND COMPACTING		\$
281.6	65	CY	NATURAL STREAM BED MATERIAL		\$
452.	10	GAL	ASPHALT EMULSION FOR TACK COAT		\$
460.22	12	TON	SUPERPAVE SURFACE COURSE - 9.5 (SSC - 9.5)		\$
460.31	20	TON	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC -12.5)		\$
509.	26	FT	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - STRAIGHT		\$
620.131	65	FT	GUARDRAIL, DEEP POST (SINGLE FACED)		\$
627.1	4	EA	TRAILING ANCHORAGE		\$
628.25	4	EA	TRANSITION TO THRIE BEAM		\$
630.2	120	FT	HIGHWAY GUARD REMOVED AND DISCARDED		\$
657.	250	FT	TEMPORARY FENCE		\$
698.3	400	SY	GEOTEXTILE FABRIC FOR SEPARATION		\$
751.7	3	CY	COMPOST BLANKET		\$
765.	85	SY	SEEDING		\$
767.121	220	FT	SEDIMENT CONTROL BARRIER		\$
769.	175	FT	PAVEMENT MILLING MULCH UNDER GUARD RAIL		\$
852.	235	SF	SAFETY SIGNING FOR TRAFFIC MANAGEMENT		\$
853.1	6	EA	PORTABLE BREAKAWAY BARRICADE TYPE III		\$
853.2	40	FT	TEMPORARY BARRIER (TL-2)		\$
859.	720	DAY	REFLECTORIZED DRUM		\$
983.1	190	TON	RIPRAP		\$
991.1	1	LS	CONTROL OF WATER - BRIDGE NO. W-41-033		\$
995.01	1	LS	BRIDGE STRUCTURE, BRIDGE NO. W-41-033		\$
			ALLOWANCES		
999.001	1	LS	TRAFFIC POLICE ALLOWANCE	2,000.00	\$ 2,000.00
999.300	1	LS	MATERIALS INSEPCTION, SAMPLING & TESTING SERVICES	10,000.00	\$ 10,000.00
999.800	1	LS	ADDITIONAL MATERIALS	10,000.00	\$ 10,000.00
999.801	1	LS	ADDITIONAL ARTISANS	10,000.00	\$ 10,000.00
			TOTAL CONSTRUCTION BID WITH ALLOWANCES	\$	

FORM FOR GENERAL BID, Page 3 of 3, CONTINUED: _____ Bidder's Name

TOTAL CONSTRUCTION BID IN WORDS: _____

Authorized Signature  _____ Printed Name _____

Title _____ Company Name _____

Company Address _____

City/State/Zip _____

Phone _____ Email _____

Date _____

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

_____ Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE

*IF A LIMITED LIABILITY CORPORATION (LLC), INCLUDE THE NAME OF THE LLC MANAGER AND CHECK THE APPROPRIATE CLASSIFICATION OF LLC

Circle tax classification: D (disregarded entity) C (corporation) or P (partnership)

_____ LLC MANAGER NAME

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE (add additional page if necessary)

_____ NAME
_____ NAME
_____ NAME
_____ NAME

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ON BID FORM ONLY AND CHECK HERE

ATTACHMENT A - SAMPLE AGREEMENT

TOWN OF WINDSOR
BRIDGE #W-41-003 – CHESHIRE ROAD OVER DRY BROOK

THIS AGREEMENT made this ____ day of _____, 2025 between **CONTRACTOR** with a usual place of business at **ADDRESS AND PHONE**, hereinafter called the **CONTRACTOR**, and the **TOWN of WINDSOR** acting by its **SELECTBOARD**, with a usual place of business at **1890 ROUTE 9, WINDSOR, MA 01270 TEL 413-344-7609** (hereinafter called the **OWNER**).

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

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **BRIDGE #W-41-003 CHESHIRE ROAD OVER DRY BROOK** Project, in strict accordance with the Contract Documents and all related Drawings and Specifications including the Order of Conditions. The Contract Documents (Section 11, herein), Specifications, Drawings and any **GENERAL SUPPLEMENTARY CONDITIONS** are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of **\$xxxx (xxxxDOLLARS and xxxCENTS)**.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before 09/30//2025.

- A. **Definition of Term:** The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. **Time as Essential Condition:** It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.

D. Liquidated Damages: N/A

4. Performance of the Work

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor. Approval or review of any documents, plans, specifications, or drawings by the Owner shall not relieve the Contractor of its duties and obligations hereunder.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. **Project Superintendent:** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. **Progress Schedule:** The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. **Drawings, Specifications and Submittals:**

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

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

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

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

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

- H. **Protection of the Work and Owner's Property:** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. **Warranty:** The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

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

The Contractor is directed to comply with all applicable Federal and State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action, equal employment opportunity, and workforce participation goal requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement. The Contractor shall not discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service or any other protected class under the law.

See Attached CONTRACTOR CERTIFICATION and SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

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

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

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

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

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

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

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

8. Wage Rates

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

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

9. Payments to the Contractor

After receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall apply for and receive reimbursement from the Grantor, after which time the Owner shall make payment for:

- A. The work performed during the preceding month.

- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within thirty (30) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within fourteen (14) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

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

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

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

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

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Owner or otherwise, except as and to the extent expressly provided under G.L. c.30, §390 in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

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

11. Contract Documents

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

This Contract Form
Attachment A:
 Invitation to Bid
 Addenda

Instructions to Bidders
General Conditions
Engineer's Technical Specifications/SPECIAL PROVISIONS

Attachment B:
Contractor's Bid Submission
Clerk's Certificate of Corporate Vote

Attachment C:
Certified Payroll Reporting Forms
Schedule of Prevailing Wages

Under Separate Cover
Exhibit 1 - Engineer's Plans
Exhibit 2 – Self Verification / Notification Forms

Appendix B
Labor & Materials Payment Bond
Certificate of Insurance

12. Terms Required By Law

12.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B - Procurement of Goods and Services

General Laws Chapter 30, section 39 et. seq. - Public Works Contracts

12.2 Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

12.4 The Contractor shall keep itself fully informed of all existing and future State and Federal Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Owner. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and

future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Owner and its duly appointed agents against any claim or liability arising from or based on any violation whether by Contractor, its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

13. Indemnification

a. The Contractor shall defend, indemnify, and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Owner, that otherwise may exist under statute or in law or equity.

b. Contractor assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the Owner from all demands made against the Owner by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Contractor shall defend, indemnify, and hold harmless the Owner from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to **Fair Labor Standards Act and Massachusetts Prevailing Wage Law**.

d. The indemnification obligations of the Contractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor under any federal or state law.

e. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Owner all reasonable attorneys' fees, costs and other litigation expenses incurred by the Owner in enforcing its rights as a result of said breach in addition to any damages for said breach.

14. Insurance

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

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The Contractor shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 13.00 (INDEMNITY). All insurance shall be by insurers and for policy limits acceptable to Owner and, before commencement of work hereunder, the Contractor agrees to furnish Owner with certificates of insurance or other evidence satisfactory to Owner to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGE LIMITS OF LIABILITY

Workers' Compensation	Statutory
Employers' Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence
Contractor's Pollution Liability	\$1,000,000 each occurrence \$3,000,000 aggregate

Contractor's Pollution Liability: The Contractor shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The policy shall cover

the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Town shall be named as an additional insured.

Town of WINDSOR shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

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

15. Notice

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

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all satisfactory Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. **ROYALTIES AND PATENTS:** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such

information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. ACCESS TO RECORDS

Contractor will make all books, accounts, data, records, reports, files and other papers, things or property, that relate to its activities under this Contract, available at all reasonable times for inspection, review and audit by the Owner, its authorized representative, the Inspector General of the Commonwealth, or the Auditor of the Commonwealth. The Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance and the State Auditor or his designee, at reasonable times and upon reasonable notice to examine the books, records, and other compilative data of the Contractor which pertain to the performance of the provisions and requirements of this Contract as provided by Executive Order 195.

C. RIGHTS AND REMEDIES

Owner's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

D. CONFLICT OF INTEREST

Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

E. JURISDICTION

This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only within the County of Franklin, Massachusetts.

F. MODIFICATION, WAIVER OR CHANGE

No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto.

G. ASSIGNMENT

Owner and Contractor recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

H. SUCCESSORS AND ASSIGNS

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

I. ENTIRE UNDERSTANDING

This Contract, together with the attachments hereto, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

J. SEVERABILITY/INTERPRETATION

In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

K. OWNERSHIP OF DOCUMENTS

The parties agree that all documents created for the project by the Contractor shall belong to the Owner.

L. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

M. Compensation for any additional approved work or change orders is subject to the continued availability of funds.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF WINDSOR, MASSACHUSETTS
(Owner)

By its SELECTBOARD

Authorized Signature

Printed Name

Date

CONTRACTOR: NAME

By _____

(Name)

(Title)

(Address)

(City and State and ZIP)

Email

Date

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

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

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

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

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

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

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

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

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

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to make payment to subcontractors and suppliers; (2) make payments to all subcontractors and suppliers; or (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in reimbursing the subcontractors and suppliers. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

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

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond for all payments to subcontractors and suppliers.

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

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

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

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

ATTEST:

_____ By _____
Surety

_____ (Attorney-in-Fact)

(Address-Zip Code)

_____ (SEAL)
Witness as to Surety

(Address-Zip Code)

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

THE COMMONWEALTH OF MASSACHUSETTS

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION
AND AFFIRMATIVE ACTION PROGRAM

ATTACHMENT

APPLIES TO ALL WORK REIMBURSED UNDER MASSACHUSETTS “CHAPTER 90” HIGHWAY
PROGRAM

I. Definitions

For purposes of this contract,

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

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

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

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

II. Equal Opportunity, Non-Discrimination and Affirmative Action

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

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

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

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

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

III. Minority and Women Workforce Participation

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

IV. Liaison Committee

At the discretion of the agency that administers the contract for the construction project there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering the contract for the construction project, hereinafter called the administering agency, a representative from the Office of Affirmative action, and such other representatives as may be designated by the administering agency.

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

V. Reports and Records

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

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

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

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

VI. Access to Work Site

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

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

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential

subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and equal opportunity.

VIII. Sanctions

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

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

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

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

IX. Severability

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

X. Contractor’s Certification

A bidder for a state construction contract or state assisted construction contract will not be eligible for award of the contract unless such bidder has submitted to the administering agency the following certification, which will be incorporated into the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certifies that they:

(Contractor Name)

- 1. Will not discriminate in their employment practices;
- 2. Intend to use the following listed construction trades in the work under the contract

_____ ; and

- 3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
- 4. Are in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
- 5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
- 6. Agree to comply with all provisions contained herein.

(Signature of authorized representative of Contractor)

Date

(Printed name of authorized representative of Contractor)

XI. Subcontractor Requirements

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

ATTACHMENT B

PW NOTICE AND COMPLIANCE SCHEDULE

PREVAILING WAGE SCHEDULE



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY
PREVAILING WAGE PROGRAM
www.mass.gov/dos/pw

The Massachusetts Prevailing Wage Law
M.G.L. c. 149, §§26-27

NOTICE TO AWARDING AUTHORITIES

The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project.

You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.

The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.

Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.

The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.

All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to DAT, 19 Staniford Street, Floor 1, P.O. Box 146759, Boston, MA 02114.

**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 has been printed on the reverse of this page 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.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years from the date of completion of the project.

Each such contractor or subcontractor shall furnish to the awarding authority directly within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form.

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
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)	(B+C+D+E) (A x F)		Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							Total Gross Wages	Project 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.



MAURA HEALEY
Governor

KIM DRISCOLL
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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Windsor

Contract Number:

City/Town: WINDSOR

Description of Work: The work includes complete replacement of existing deteriorated metal pipe culvert with a precast concrete 3-sided frame bridge. Also temp water control, streambed restoration and paving.

Job Location: Cheshire Road over Dry Brook, Windsor, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2024	\$39.95	\$15.07	\$20.17	\$0.00	\$75.19
	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2024	\$40.02	\$15.07	\$20.17	\$0.00	\$75.26
	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2024	\$40.14	\$15.07	\$20.17	\$0.00	\$75.38
	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.79	\$9.65	\$14.53	\$0.00	\$56.97
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$35.24	\$9.65	\$15.60	\$0.00	\$60.49
	06/01/2025	\$36.48	\$9.65	\$15.60	\$0.00	\$61.73
	12/01/2025	\$37.71	\$9.65	\$15.60	\$0.00	\$62.96
	06/01/2026	\$39.75	\$9.65	\$15.60	\$0.00	\$65.00
	12/01/2026	\$41.04	\$9.65	\$15.60	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	12/01/2024	\$38.52	\$14.50	\$10.55	\$0.00	\$63.57
	06/01/2025	\$39.42	\$14.50	\$10.55	\$0.00	\$64.47
	12/01/2025	\$40.32	\$14.50	\$10.55	\$0.00	\$65.37
ASPHALT RAKER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.79	\$9.65	\$14.53	\$0.00	\$56.97
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$35.24	\$9.65	\$15.60	\$0.00	\$60.49
	06/01/2025	\$36.48	\$9.65	\$15.60	\$0.00	\$61.73
	12/01/2025	\$37.71	\$9.65	\$15.60	\$0.00	\$62.96
	06/01/2026	\$39.75	\$9.65	\$15.60	\$0.00	\$65.00
	12/01/2026	\$41.04	\$9.65	\$15.60	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)</i>	08/01/2024	\$52.06	\$11.49	\$21.46	\$0.00	\$85.01
	02/01/2025	\$53.36	\$11.49	\$21.46	\$0.00	\$86.31
	08/01/2025	\$55.51	\$11.49	\$21.46	\$0.00	\$88.46
	02/01/2026	\$56.86	\$11.49	\$21.46	\$0.00	\$89.81
	08/01/2026	\$59.06	\$11.49	\$21.46	\$0.00	\$92.01
	02/01/2027	\$60.46	\$11.49	\$21.46	\$0.00	\$93.41

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

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$11.49	\$21.46	\$0.00	\$58.98
2	60	\$31.24	\$11.49	\$21.46	\$0.00	\$64.19
3	70	\$36.44	\$11.49	\$21.46	\$0.00	\$69.39
4	80	\$41.65	\$11.49	\$21.46	\$0.00	\$74.60
5	90	\$46.85	\$11.49	\$21.46	\$0.00	\$79.80

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.68	\$11.49	\$21.46	\$0.00	\$59.63
2	60	\$32.02	\$11.49	\$21.46	\$0.00	\$64.97
3	70	\$37.35	\$11.49	\$21.46	\$0.00	\$70.30
4	80	\$42.69	\$11.49	\$21.46	\$0.00	\$75.64
5	90	\$48.02	\$11.49	\$21.46	\$0.00	\$80.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER <i>/CLAM SHELL OPERATING</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
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ENGINEERS LOCAL 98

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
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For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS LOCAL 336 - BERKSHIRE COUNTY</i>	09/01/2024	\$42.36	\$7.91	\$18.15	\$0.00	\$68.42
	03/01/2025	\$43.26	\$7.91	\$18.15	\$0.00	\$69.32
	09/01/2025	\$44.21	\$7.91	\$18.15	\$0.00	\$70.27
	03/01/2026	\$45.11	\$7.91	\$18.15	\$0.00	\$71.17
	09/01/2026	\$46.06	\$7.91	\$18.15	\$0.00	\$72.12
	03/01/2027	\$46.96	\$7.91	\$18.15	\$0.00	\$73.02

Apprentice - CARPENTER - Local 336 Berkshire

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.06	\$7.91	\$1.40	\$0.00	\$28.37
2	45	\$19.06	\$7.91	\$1.40	\$0.00	\$28.37
3	55	\$23.30	\$7.91	\$2.76	\$0.00	\$33.97
4	55	\$23.30	\$7.91	\$2.76	\$0.00	\$33.97
5	70	\$29.65	\$7.91	\$15.39	\$0.00	\$52.95
6	70	\$29.65	\$7.91	\$15.39	\$0.00	\$52.95
7	80	\$33.89	\$7.91	\$16.77	\$0.00	\$58.57
8	80	\$33.89	\$7.91	\$16.77	\$0.00	\$58.57

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.47	\$7.91	\$1.40	\$0.00	\$28.78
2	45	\$19.47	\$7.91	\$1.40	\$0.00	\$28.78
3	55	\$23.79	\$7.91	\$2.76	\$0.00	\$34.46
4	55	\$23.79	\$7.91	\$2.76	\$0.00	\$34.46
5	70	\$30.28	\$7.91	\$15.39	\$0.00	\$53.58
6	70	\$30.28	\$7.91	\$15.39	\$0.00	\$53.58
7	80	\$34.61	\$7.91	\$16.77	\$0.00	\$59.29
8	80	\$34.61	\$7.91	\$16.77	\$0.00	\$59.29

Notes:

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
	10/01/2025	\$27.75	\$7.02	\$4.80	\$0.00	\$39.57
	10/01/2026	\$28.85	\$7.02	\$4.80	\$0.00	\$40.67

Classification

All Aspects of New Wood Frame Work

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
2	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
3	65	\$17.32	\$7.02	\$1.00	\$0.00	\$25.34
4	70	\$18.66	\$7.02	\$1.00	\$0.00	\$26.68
5	75	\$19.99	\$7.02	\$4.80	\$0.00	\$31.81
6	80	\$21.32	\$7.02	\$4.80	\$0.00	\$33.14
7	85	\$22.65	\$7.02	\$4.80	\$0.00	\$34.47
8	90	\$23.99	\$7.02	\$4.80	\$0.00	\$35.81

Effective Date - 10/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
2	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
3	65	\$18.04	\$7.02	\$1.00	\$0.00	\$26.06
4	70	\$19.43	\$7.02	\$1.00	\$0.00	\$27.45
5	75	\$20.81	\$7.02	\$4.80	\$0.00	\$32.63
6	80	\$22.20	\$7.02	\$4.80	\$0.00	\$34.02
7	85	\$23.59	\$7.02	\$4.80	\$0.00	\$35.41
8	90	\$24.98	\$7.02	\$4.80	\$0.00	\$36.80

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	01/01/2024	\$44.68	\$12.90	\$18.66	\$1.25	\$77.49
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.34	\$12.90	\$15.86	\$0.00	\$51.10
2	60	\$26.81	\$12.90	\$18.66	\$1.25	\$59.62
3	65	\$29.04	\$12.90	\$18.66	\$1.25	\$61.85
4	70	\$31.28	\$12.90	\$18.66	\$1.25	\$64.09
5	75	\$33.51	\$12.90	\$18.66	\$1.25	\$66.32
6	80	\$35.74	\$12.90	\$18.66	\$1.25	\$68.55
7	90	\$40.21	\$12.90	\$18.66	\$1.25	\$73.02

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$43.06	\$13.78	\$15.15	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 3</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
LABORERS - ZONE 4 (BUILDING & SITE)	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: WRECKING LABORER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$78.11	\$10.08	\$24.29	\$0.00	\$112.48
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$49.19	\$10.08	\$24.29	\$0.00	\$83.56
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$83.69	\$10.08	\$24.29	\$0.00	\$118.06
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 7

Effective Date - 06/30/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.00	\$7.20	\$0.60	\$0.00	\$27.80
2	45	\$22.50	\$7.20	\$0.68	\$0.00	\$30.38
3	50	\$25.01	\$13.00	\$7.40	\$0.00	\$45.41
4	55	\$27.51	\$13.00	\$7.48	\$0.00	\$47.99
5	65	\$32.51	\$13.00	\$9.64	\$0.00	\$55.15
6	70	\$35.01	\$13.00	\$11.06	\$0.00	\$59.07

Effective Date - 12/29/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.42	\$7.35	\$0.61	\$0.00	\$28.38
2	45	\$22.98	\$7.35	\$0.69	\$0.00	\$31.02
3	50	\$25.53	\$13.25	\$7.47	\$0.00	\$46.25
4	55	\$28.08	\$13.25	\$7.54	\$0.00	\$48.87
5	65	\$33.19	\$13.25	\$9.74	\$0.00	\$56.18
6	70	\$35.74	\$13.25	\$11.19	\$0.00	\$60.18

Notes:

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

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

ELEVATOR CONSTRUCTOR	01/01/2024	\$61.98	\$16.18	\$20.96	\$0.00	\$99.12
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2025	\$62.83	\$16.28	\$21.36	\$0.00	\$100.47
	01/01/2026	\$63.68	\$16.38	\$21.76	\$0.00	\$101.82
	01/01/2027	\$64.53	\$16.48	\$22.16	\$0.00	\$103.17

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.99	\$16.18	\$0.00	\$0.00	\$47.17
2	55	\$34.09	\$16.18	\$20.96	\$0.00	\$71.23
3	65	\$40.29	\$16.18	\$20.96	\$0.00	\$77.43
4	70	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
5	80	\$49.58	\$16.18	\$20.96	\$0.00	\$86.72

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.42	\$16.28	\$0.00	\$0.00	\$47.70
2	55	\$34.56	\$16.28	\$21.36	\$0.00	\$72.20
3	65	\$40.84	\$16.28	\$21.36	\$0.00	\$78.48
4	70	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
5	80	\$50.26	\$16.28	\$21.36	\$0.00	\$87.90

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>	01/01/2024	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
	01/01/2025	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
	01/01/2026	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
	01/01/2027	\$45.17	\$16.48	\$22.16	\$0.00	\$83.81
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & BEAM RAIL ERECTOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
For apprentice rates see "Apprentice- LABORER"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
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
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
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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE <i>/ COMMISSIONING ELECTRICIANS LOCAL 7</i>	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
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Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.42	\$13.78	\$15.15	\$0.00	\$52.35
2	70	\$27.32	\$13.78	\$15.15	\$0.00	\$56.25
3	80	\$31.22	\$13.78	\$15.15	\$0.00	\$60.15
4	90	\$35.13	\$13.78	\$15.15	\$0.00	\$64.06

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 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$26.51	\$9.65	\$15.60	\$0.00	\$51.76
	06/01/2025	\$27.59	\$9.65	\$15.60	\$0.00	\$52.84
	12/01/2025	\$27.59	\$9.65	\$15.60	\$0.00	\$52.84
	06/01/2026	\$28.71	\$9.65	\$15.60	\$0.00	\$53.96
	12/01/2026	\$28.71	\$9.65	\$15.60	\$0.00	\$53.96

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

FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE III</i>	09/01/2024	\$42.36	\$7.91	\$18.15	\$0.00	\$68.42
	03/01/2025	\$43.26	\$7.91	\$18.15	\$0.00	\$69.32
	09/01/2025	\$44.21	\$7.91	\$18.15	\$0.00	\$70.27
	03/01/2026	\$45.11	\$7.91	\$18.15	\$0.00	\$71.17
	09/01/2026	\$46.06	\$7.91	\$18.15	\$0.00	\$72.12
	03/01/2027	\$46.96	\$7.91	\$18.15	\$0.00	\$73.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$7.91	\$1.38	\$0.00	\$30.47
2	55	\$23.30	\$7.91	\$1.38	\$0.00	\$32.59
3	60	\$25.42	\$7.91	\$2.76	\$0.00	\$36.09
4	65	\$27.53	\$7.91	\$2.76	\$0.00	\$38.20
5	70	\$29.65	\$7.91	\$15.39	\$0.00	\$52.95
6	75	\$31.77	\$7.91	\$15.39	\$0.00	\$55.07
7	80	\$33.89	\$7.91	\$16.77	\$0.00	\$58.57
8	85	\$36.01	\$7.91	\$16.77	\$0.00	\$60.69

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.63	\$7.91	\$1.38	\$0.00	\$30.92
2	55	\$23.79	\$7.91	\$1.38	\$0.00	\$33.08
3	60	\$25.96	\$7.91	\$2.76	\$0.00	\$36.63
4	65	\$28.12	\$7.91	\$2.76	\$0.00	\$38.79
5	70	\$30.28	\$7.91	\$15.39	\$0.00	\$53.58
6	75	\$32.45	\$7.91	\$15.39	\$0.00	\$55.75
7	80	\$34.61	\$7.91	\$16.77	\$0.00	\$59.29
8	85	\$36.77	\$7.91	\$16.77	\$0.00	\$61.45

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$26.72.24/ 3&4 \$32.11/ 5&6 \$50.75/ 7&8 \$56.14

Apprentice to Journeyworker Ratio:1:1

FORK LIFT <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.25	\$13.78	\$15.15	\$0.00	\$68.18
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.80	\$13.78	\$15.15	\$0.00	\$64.73
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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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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>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i>	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i>	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING - WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$35.24	\$9.65	\$15.60	\$0.00	\$60.49
	06/01/2025	\$36.48	\$9.65	\$15.60	\$0.00	\$61.73
	12/01/2025	\$37.71	\$9.65	\$15.60	\$0.00	\$62.96
	06/01/2026	\$39.75	\$9.65	\$15.60	\$0.00	\$65.00
	12/01/2026	\$41.04	\$9.65	\$15.60	\$0.00	\$66.29

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)	09/01/2024	\$45.54	\$14.75	\$19.61	\$0.00	\$79.90
	09/01/2025	\$48.27	\$14.75	\$19.61	\$0.00	\$82.63
	09/01/2026	\$51.01	\$14.75	\$19.61	\$0.00	\$85.37

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

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.77	\$14.75	\$14.32	\$0.00	\$51.84
2	60	\$27.32	\$14.75	\$15.37	\$0.00	\$57.44
3	70	\$31.88	\$14.75	\$16.43	\$0.00	\$63.06
4	80	\$36.43	\$14.75	\$17.49	\$0.00	\$68.67

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.14	\$14.75	\$14.32	\$0.00	\$53.21
2	60	\$28.96	\$14.75	\$15.37	\$0.00	\$59.08
3	70	\$33.79	\$14.75	\$16.43	\$0.00	\$64.97
4	80	\$38.62	\$14.75	\$17.49	\$0.00	\$70.86

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)	03/16/2024	\$40.66	\$8.25	\$22.70	\$0.00	\$71.61
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Apprentice - IRONWORKER - Local 7 Springfield

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.40	\$8.25	\$22.70	\$0.00	\$55.35
2	70	\$28.46	\$8.25	\$22.70	\$0.00	\$59.41
3	75	\$30.50	\$8.25	\$22.70	\$0.00	\$61.45
4	80	\$32.53	\$8.25	\$22.70	\$0.00	\$63.48
5	85	\$34.56	\$8.25	\$22.70	\$0.00	\$65.51
6	90	\$36.59	\$8.25	\$22.70	\$0.00	\$67.54

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
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For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 4 Building and Site

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.22	\$9.65	\$14.53	\$0.00	\$43.40
2	70	\$22.43	\$9.65	\$14.53	\$0.00	\$46.61
3	80	\$25.63	\$9.65	\$14.53	\$0.00	\$49.81
4	90	\$28.84	\$9.65	\$14.53	\$0.00	\$53.02

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2024	\$34.49	\$9.65	\$15.60	\$0.00	\$59.74
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	06/01/2025	\$35.73	\$9.65	\$15.60	\$0.00	\$60.98
	12/01/2025	\$36.96	\$9.65	\$15.60	\$0.00	\$62.21
	06/01/2026	\$39.00	\$9.65	\$15.60	\$0.00	\$64.25
	12/01/2026	\$40.29	\$9.65	\$15.60	\$0.00	\$65.54

Apprentice - LABORER (Heavy and Highway) - Zone 4

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.69	\$9.65	\$15.60	\$0.00	\$45.94
2	70	\$24.14	\$9.65	\$15.60	\$0.00	\$49.39
3	80	\$27.59	\$9.65	\$15.60	\$0.00	\$52.84
4	90	\$31.04	\$9.65	\$15.60	\$0.00	\$56.29

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.44	\$9.65	\$15.60	\$0.00	\$46.69
2	70	\$25.01	\$9.65	\$15.60	\$0.00	\$50.26
3	80	\$28.58	\$9.65	\$15.60	\$0.00	\$53.83
4	90	\$32.16	\$9.65	\$15.60	\$0.00	\$57.41

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
LABORERS - ZONE 4 (BUILDING & SITE)						

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
LABORERS - ZONE 4 (BUILDING & SITE)						

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$33.16	\$9.65	\$14.41	\$0.00	\$57.22
	06/01/2025	\$34.40	\$9.65	\$14.41	\$0.00	\$58.46
	12/01/2025	\$35.63	\$9.65	\$14.41	\$0.00	\$59.69
	06/01/2026	\$37.67	\$9.65	\$14.41	\$0.00	\$61.73
	12/01/2026	\$38.96	\$9.65	\$14.41	\$0.00	\$63.02
	06/01/2027	\$40.26	\$9.65	\$14.41	\$0.00	\$64.32
	12/01/2027	\$41.56	\$9.65	\$14.41	\$0.00	\$65.62
	06/05/2028	\$42.91	\$9.65	\$14.41	\$0.00	\$66.97
	12/04/2028	\$44.26	\$9.65	\$14.41	\$0.00	\$68.32
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$34.04	\$9.65	\$14.53	\$0.00	\$58.22
	For apprentice rates see "Apprentice- LABORER"					
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
	For apprentice rates see "Apprentice- LABORER"					
LABORER: TREE REMOVER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
	This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"					
LASER BEAM OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
	For apprentice rates see "Apprentice- LABORER"					
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>	08/01/2024	\$43.05	\$11.49	\$20.53	\$0.00	\$75.07
	02/01/2025	\$44.90	\$11.49	\$20.53	\$0.00	\$76.92
	08/01/2025	\$45.81	\$11.49	\$20.53	\$0.00	\$77.83
	02/01/2026	\$46.89	\$11.49	\$20.53	\$0.00	\$78.91
	08/01/2026	\$48.65	\$11.49	\$20.53	\$0.00	\$80.67
	02/01/2027	\$49.77	\$11.49	\$20.53	\$0.00	\$81.79

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.53	\$11.49	\$20.53	\$0.00	\$53.55
2	60	\$25.83	\$11.49	\$20.53	\$0.00	\$57.85
3	70	\$30.14	\$11.49	\$20.53	\$0.00	\$62.16
4	80	\$34.44	\$11.49	\$20.53	\$0.00	\$66.46
5	90	\$38.75	\$11.49	\$20.53	\$0.00	\$70.77

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.45	\$11.49	\$20.53	\$0.00	\$54.47
2	60	\$26.94	\$11.49	\$20.53	\$0.00	\$58.96
3	70	\$31.43	\$11.49	\$20.53	\$0.00	\$63.45
4	80	\$35.92	\$11.49	\$20.53	\$0.00	\$67.94
5	90	\$40.41	\$11.49	\$20.53	\$0.00	\$72.43

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) 12/01/2023 \$39.56 \$13.78 \$15.15 \$0.00 \$68.49
OPERATING ENGINEERS LOCAL 98

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANIC/WELDER/BOOM TRUCK 12/01/2023 \$39.03 \$13.78 \$15.15 \$0.00 \$67.96
OPERATING ENGINEERS LOCAL 98

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 3) 01/01/2024 \$41.20 \$10.08 \$21.22 \$0.00 \$72.50
MILLWRIGHTS LOCAL 1121 - Zone 3
01/06/2025 \$43.48 \$10.08 \$21.22 \$0.00 \$74.78
01/05/2026 \$45.76 \$10.08 \$21.22 \$0.00 \$77.06

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.66	\$10.08	\$5.36	\$0.00	\$38.10
2	65	\$26.78	\$10.08	\$6.34	\$0.00	\$43.20
3	75	\$30.90	\$10.08	\$18.78	\$0.00	\$59.76
4	85	\$35.02	\$10.08	\$19.76	\$0.00	\$64.86

Effective Date - 01/06/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.91	\$10.08	\$5.36	\$0.00	\$39.35
2	65	\$28.26	\$10.08	\$6.34	\$0.00	\$44.68
3	75	\$32.61	\$10.08	\$18.78	\$0.00	\$61.47
4	85	\$36.96	\$10.08	\$19.76	\$0.00	\$66.80

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

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
OILER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.02	\$13.78	\$15.15	\$0.00	\$63.95
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$32.74	\$13.78	\$15.15	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 3</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2024	\$40.03	\$9.65	\$19.90	\$0.00	\$69.58
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	01/01/2025	\$41.23	\$9.65	\$19.90	\$0.00	\$70.78

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.02	\$9.95	\$0.00	\$0.00	\$29.97
2	55	\$22.02	\$9.95	\$4.43	\$0.00	\$36.40
3	60	\$24.02	\$9.95	\$4.83	\$0.00	\$38.80
4	65	\$26.02	\$9.95	\$5.23	\$0.00	\$41.20
5	70	\$28.02	\$9.95	\$17.49	\$0.00	\$55.46
6	75	\$30.02	\$9.95	\$17.89	\$0.00	\$57.86
7	80	\$32.02	\$9.95	\$18.29	\$0.00	\$60.26
8	90	\$36.03	\$9.95	\$19.10	\$0.00	\$65.08

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.62	\$9.95	\$0.00	\$0.00	\$30.57
2	55	\$22.68	\$9.95	\$4.43	\$0.00	\$37.06
3	60	\$24.74	\$9.95	\$4.83	\$0.00	\$39.52
4	65	\$26.80	\$9.95	\$5.23	\$0.00	\$41.98
5	70	\$28.86	\$9.95	\$17.49	\$0.00	\$56.30
6	75	\$30.92	\$9.95	\$17.89	\$0.00	\$58.76
7	80	\$32.98	\$9.95	\$18.29	\$0.00	\$61.22
8	90	\$37.11	\$9.95	\$19.10	\$0.00	\$66.16

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2024	\$37.35	\$9.95	\$19.90	\$0.00	\$67.20
PAINTERS LOCAL 35 - ZONE 3	01/01/2025	\$38.55	\$9.95	\$19.90	\$0.00	\$68.40

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.68	\$9.95	\$0.00	\$0.00	\$28.63
2	55	\$20.54	\$9.95	\$4.43	\$0.00	\$34.92
3	60	\$22.41	\$9.95	\$4.83	\$0.00	\$37.19
4	65	\$24.28	\$9.95	\$5.23	\$0.00	\$39.46
5	70	\$26.15	\$9.95	\$17.49	\$0.00	\$53.59
6	75	\$28.01	\$9.95	\$17.89	\$0.00	\$55.85
7	80	\$29.88	\$9.95	\$18.29	\$0.00	\$58.12
8	90	\$33.62	\$9.95	\$19.10	\$0.00	\$62.67

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.28	\$9.95	\$0.00	\$0.00	\$29.23
2	55	\$21.20	\$9.95	\$4.43	\$0.00	\$35.58
3	60	\$23.13	\$9.95	\$4.83	\$0.00	\$37.91
4	65	\$25.06	\$9.95	\$5.23	\$0.00	\$40.24
5	70	\$26.99	\$9.95	\$17.49	\$0.00	\$54.43
6	75	\$28.91	\$9.95	\$17.89	\$0.00	\$56.75
7	80	\$30.84	\$9.95	\$18.29	\$0.00	\$59.08
8	90	\$34.70	\$9.95	\$19.10	\$0.00	\$63.75

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2024	\$38.63	\$9.95	\$19.90	\$0.00	\$68.48
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	01/01/2025	\$39.83	\$9.95	\$19.90	\$0.00	\$69.68

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.32	\$9.95	\$0.00	\$0.00	\$29.27
2	55	\$21.25	\$9.95	\$4.43	\$0.00	\$35.63
3	60	\$23.18	\$9.95	\$4.83	\$0.00	\$37.96
4	65	\$25.11	\$9.95	\$5.23	\$0.00	\$40.29
5	70	\$27.04	\$9.95	\$17.49	\$0.00	\$54.48
6	75	\$28.97	\$9.95	\$17.89	\$0.00	\$56.81
7	80	\$30.90	\$9.95	\$18.29	\$0.00	\$59.14
8	90	\$34.77	\$9.95	\$19.10	\$0.00	\$63.82

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.92	\$9.95	\$0.00	\$0.00	\$29.87
2	55	\$21.91	\$9.95	\$4.43	\$0.00	\$36.29
3	60	\$23.90	\$9.95	\$4.83	\$0.00	\$38.68
4	65	\$25.89	\$9.95	\$5.23	\$0.00	\$41.07
5	70	\$27.88	\$9.95	\$17.49	\$0.00	\$55.32
6	75	\$29.87	\$9.95	\$17.89	\$0.00	\$57.71
7	80	\$31.86	\$9.95	\$18.29	\$0.00	\$60.10
8	90	\$35.85	\$9.95	\$19.10	\$0.00	\$64.90

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2024	\$35.95	\$9.95	\$19.90	\$0.00	\$65.80
PAINTERS LOCAL 35 - ZONE 3	01/01/2025	\$37.15	\$9.95	\$19.90	\$0.00	\$67.00

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.98	\$9.95	\$0.00	\$0.00	\$27.93
2	55	\$19.77	\$9.95	\$4.43	\$0.00	\$34.15
3	60	\$21.57	\$9.95	\$4.83	\$0.00	\$36.35
4	65	\$23.37	\$9.95	\$5.23	\$0.00	\$38.55
5	70	\$25.17	\$9.95	\$17.49	\$0.00	\$52.61
6	75	\$26.96	\$9.95	\$17.89	\$0.00	\$54.80
7	80	\$28.76	\$9.95	\$18.29	\$0.00	\$57.00
8	90	\$32.36	\$9.95	\$19.10	\$0.00	\$61.41

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.58	\$9.95	\$0.00	\$0.00	\$28.53
2	55	\$20.43	\$9.95	\$4.43	\$0.00	\$34.81
3	60	\$22.29	\$9.95	\$4.83	\$0.00	\$37.07
4	65	\$24.15	\$9.95	\$5.23	\$0.00	\$39.33
5	70	\$26.01	\$9.95	\$17.49	\$0.00	\$53.45
6	75	\$27.86	\$9.95	\$17.89	\$0.00	\$55.70
7	80	\$29.72	\$9.95	\$18.29	\$0.00	\$57.96
8	90	\$33.44	\$9.95	\$19.10	\$0.00	\$62.49

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2024	\$34.49	\$9.65	\$15.60	\$0.00	\$59.74
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	06/01/2025	\$35.73	\$9.65	\$15.60	\$0.00	\$60.98
	12/01/2025	\$36.96	\$9.65	\$15.60	\$0.00	\$62.21
	06/01/2026	\$39.00	\$9.65	\$15.60	\$0.00	\$64.25
	12/01/2026	\$40.29	\$9.65	\$15.60	\$0.00	\$65.54

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

PANEL & PICKUP TRUCKS DRIVER	12/01/2024	\$39.78	\$15.07	\$20.17	\$0.00	\$75.02
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2024	\$49.19	\$10.08	\$24.29	\$0.00	\$83.56
PILE DRIVER LOCAL 56 (ZONE 3)						

For apprentice rates see "Apprentice- PILE DRIVER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$49.19	\$10.08	\$24.29	\$0.00	\$83.56

Apprentice - PILE DRIVER - Local 56 Zone 3

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.14	\$10.08	\$2.53	\$0.00	\$34.75
2	55	\$27.05	\$10.08	\$5.07	\$0.00	\$42.20
3	70	\$34.43	\$10.08	\$19.22	\$0.00	\$63.73
4	80	\$39.35	\$10.08	\$21.76	\$0.00	\$71.19

Notes:
 % Indentured BEFORE 8/1/2020, 50/60/70/75/80/80/90/90
 1\$58.97/2\$63.88/3\$68.80/4\$71.26/5&6 \$73.72/7&8 \$78.64

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
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For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79

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

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
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Apprentice - PLUMBER/PIPEFITTER - Local 104 Western

Effective Date - 03/17/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.14	\$9.55	\$10.10	\$0.00	\$41.79
2	50	\$24.61	\$9.55	\$10.10	\$0.00	\$44.26
3	55	\$27.07	\$9.55	\$10.10	\$0.00	\$46.72
4	60	\$29.53	\$9.55	\$10.10	\$0.00	\$49.18
5	65	\$31.99	\$9.55	\$10.10	\$0.00	\$51.64
6	70	\$34.45	\$9.55	\$10.10	\$0.00	\$54.10
7	75	\$36.91	\$9.55	\$10.10	\$0.00	\$56.56
8	80	\$39.37	\$9.55	\$10.10	\$0.00	\$59.02
9	80	\$39.37	\$9.55	\$17.10	\$0.00	\$66.02
10	80	\$39.37	\$9.55	\$17.10	\$0.00	\$66.02

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

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$33.04	\$9.65	\$14.53	\$0.00	\$57.22
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$35.90	\$9.65	\$15.19	\$0.00	\$60.74
	06/01/2025	\$37.14	\$9.65	\$15.19	\$0.00	\$61.98
	12/01/2025	\$38.37	\$9.65	\$15.19	\$0.00	\$63.21
	06/01/2026	\$40.41	\$9.65	\$15.19	\$0.00	\$65.25
	12/01/2026	\$41.70	\$9.65	\$15.19	\$0.00	\$66.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$45.21
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	10/02/2024	\$42.38	\$10.35	\$18.00	\$0.00	\$70.73
	07/16/2025	\$43.88	\$10.35	\$18.00	\$0.00	\$72.23
	10/02/2025	\$44.88	\$10.35	\$18.00	\$0.00	\$73.23
	07/16/2026	\$46.88	\$10.35	\$18.00	\$0.00	\$75.23
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) <i>ROOFERS LOCAL 248</i>	10/02/2024	\$41.88	\$10.35	\$18.00	\$0.00	\$70.23
	07/16/2025	\$43.38	\$10.35	\$18.00	\$0.00	\$71.73
	10/02/2025	\$44.38	\$10.35	\$18.00	\$0.00	\$72.73
	07/16/2026	\$46.38	\$10.35	\$18.00	\$0.00	\$74.73

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 248

Effective Date - 10/02/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.13	\$10.35	\$0.00	\$0.00	\$35.48
2	65	\$27.22	\$10.35	\$18.00	\$0.00	\$55.57
3	70	\$29.32	\$10.35	\$18.00	\$0.00	\$57.67
4	75	\$31.41	\$10.35	\$18.00	\$0.00	\$59.76
5	80	\$33.50	\$10.35	\$18.00	\$0.00	\$61.85
6	85	\$35.60	\$10.35	\$18.00	\$0.00	\$63.95
7	90	\$37.69	\$10.35	\$18.00	\$0.00	\$66.04
8	95	\$39.79	\$10.35	\$18.00	\$0.00	\$68.14

Notes:

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

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 248</i>	10/02/2024	\$42.38	\$10.35	\$18.00	\$0.00	\$70.73
	07/16/2025	\$43.88	\$10.35	\$18.00	\$0.00	\$72.23
	10/02/2025	\$44.88	\$10.35	\$18.00	\$0.00	\$73.23
	07/16/2026	\$46.88	\$10.35	\$18.00	\$0.00	\$75.23

For apprentice rates see "Apprentice- ROOFER"

SCRAPER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.80	\$13.78	\$15.15	\$0.00	\$64.73
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 07/01/2024

Table with 7 columns: Step, percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows 1-10 showing wage progression from \$18.44 to \$36.88.

Effective Date - 01/01/2025

Table with 7 columns: Step, percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows 1-10 showing wage progression from \$19.00 to \$38.01.

Notes:

Apprentice to Journeyworker Ratio:1:3

Table with 7 columns: Classification, Effective Date, Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows for SPECIALIZED EARTH MOVING EQUIP < 35 TONS from 12/01/2024 to 01/01/2027.

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>	12/01/2024	\$40.53	\$15.07	\$20.17	\$0.00	\$75.77
	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2023	\$47.43	\$11.45	\$16.61	\$0.00	\$75.49

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.34	\$8.22	\$0.00	\$0.00	\$29.56
2	50	\$23.72	\$8.22	\$0.00	\$0.00	\$31.94
3	55	\$26.09	\$11.45	\$7.20	\$0.00	\$44.74
4	60	\$28.46	\$11.45	\$8.35	\$0.00	\$48.26
5	65	\$30.83	\$11.45	\$8.35	\$0.00	\$50.63
6	70	\$33.20	\$11.45	\$8.60	\$0.00	\$53.25
7	75	\$35.57	\$11.45	\$8.60	\$0.00	\$55.62
8	80	\$37.94	\$11.45	\$8.60	\$0.00	\$57.99
9	85	\$40.32	\$11.45	\$8.60	\$0.00	\$60.37
10	90	\$42.69	\$11.45	\$8.60	\$0.00	\$62.74

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 7</i>	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 06/30/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.00	\$7.20	\$0.60	\$0.00	\$27.80
2	45	\$22.50	\$7.20	\$0.68	\$0.00	\$30.38
3	50	\$25.01	\$13.00	\$7.40	\$0.00	\$45.41
4	55	\$27.51	\$13.00	\$7.48	\$0.00	\$47.99
5	65	\$32.51	\$13.00	\$9.64	\$0.00	\$55.15
6	70	\$35.01	\$13.00	\$11.06	\$0.00	\$59.07

Effective Date - 12/29/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.42	\$7.35	\$0.61	\$0.00	\$28.38
2	45	\$22.98	\$7.35	\$0.69	\$0.00	\$31.02
3	50	\$25.53	\$13.25	\$7.47	\$0.00	\$46.25
4	55	\$28.08	\$13.25	\$7.54	\$0.00	\$48.87
5	65	\$33.19	\$13.25	\$9.74	\$0.00	\$56.18
6	70	\$35.74	\$13.25	\$11.19	\$0.00	\$60.18

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	08/01/2024	\$63.44	\$11.49	\$23.59	\$0.00	\$98.52
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/10/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.72	\$11.49	\$23.59	\$0.00	\$66.80
2	60	\$38.06	\$11.49	\$23.59	\$0.00	\$73.14
3	70	\$44.41	\$11.49	\$23.59	\$0.00	\$79.49
4	80	\$50.75	\$11.49	\$23.59	\$0.00	\$85.83
5	90	\$57.10	\$11.49	\$23.59	\$0.00	\$92.18

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.37	\$11.49	\$23.59	\$0.00	\$67.45
2	60	\$38.84	\$11.49	\$23.59	\$0.00	\$73.92
3	70	\$45.32	\$11.49	\$23.59	\$0.00	\$80.40
4	80	\$51.79	\$11.49	\$23.59	\$0.00	\$86.87
5	90	\$58.27	\$11.49	\$23.59	\$0.00	\$93.35

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC	08/01/2024	\$64.52	\$11.49	\$23.56	\$0.00	\$99.57
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
	08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
	02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
	08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
	02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.26	\$11.49	\$23.56	\$0.00	\$67.31
2	60	\$38.71	\$11.49	\$23.56	\$0.00	\$73.76
3	70	\$45.16	\$11.49	\$23.56	\$0.00	\$80.21
4	80	\$51.62	\$11.49	\$23.56	\$0.00	\$86.67
5	90	\$58.07	\$11.49	\$23.56	\$0.00	\$93.12

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.91	\$11.49	\$23.56	\$0.00	\$67.96
2	60	\$39.49	\$11.49	\$23.56	\$0.00	\$74.54
3	70	\$46.07	\$11.49	\$23.56	\$0.00	\$81.12
4	80	\$52.66	\$11.49	\$23.56	\$0.00	\$87.71
5	90	\$59.24	\$11.49	\$23.56	\$0.00	\$94.29

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$47.07	\$9.65	\$18.22	\$0.00	\$74.94
	06/01/2025	\$48.57	\$9.65	\$18.22	\$0.00	\$76.44
	12/01/2025	\$50.07	\$9.65	\$18.22	\$0.00	\$77.94
	06/01/2026	\$51.62	\$9.65	\$18.22	\$0.00	\$79.49
	12/01/2026	\$53.12	\$9.65	\$18.22	\$0.00	\$80.99

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87

For apprentice rates see "Apprentice- LABORER"

TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
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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>	12/01/2024	\$40.82	\$15.07	\$20.17	\$0.00	\$76.06
	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86

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

Additional Apprentice Information:

All apprentices must be registered with the Division of Apprenticeship Training (DAS) in accordance with M.G.L. c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L. c. 149, §§ 26-27D. Apprentice ratios are established by DAS pursuant to M.G.L. c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements (CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate. Parties having questions regarding what ratio to use should contact DAS.