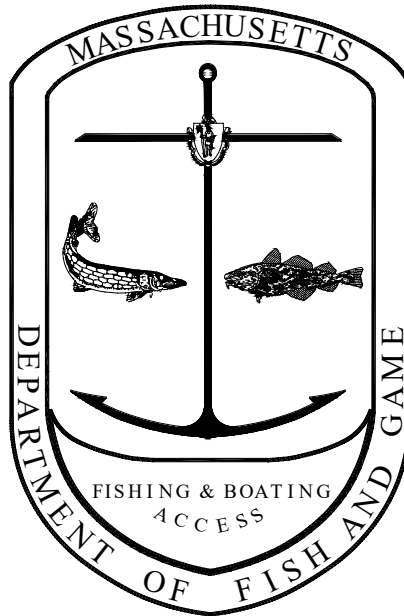


**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME
OFFICE OF FISHING AND BOATING ACCESS**

PROJECT NO. PA-416



**ITEMIZED PROPOSAL
WITH
SPECIAL PROVISIONS
FOR**

**BOATING ACCESS FACILITY IMPROVEMENTS
JERICHO ROAD BOAT RAMP, SCITUATE HARBOR
SCITUATE, MA**

THIS PROPOSAL TO BE OPENED AND READ

February 11, 2025

11:00 AM

Section B. – Notice to Contractors and Instructions

Notice to Contractors

Instruction to Bidders

THE COMMONWEALTH OF MASSACHUSETTS: NOTICE TO CONTRACTORS:

The Department of Fish and Game, Office of Fishing and Boating Access, invites sealed bids for Boating Access Facility Parking Lot and Site Improvements Project, Jericho Road Boat Ramp, in the Town of Scituate, MA, in accordance with plans and specifications prepared by Department of Fish and Game, Office of Fishing and Boating Access. This project consists of improvements to the parking lot, adjacent seawall and rip rap armor stones, lighting, and miscellaneous work in accordance with the above referenced documents. The estimated project value is (\$725,000). Bids will be submitted on the forms furnished by the Department, in the bid package and will be received at the Office of Fishing and Boating Access, 1 Rabbit Hill Road, Westborough, MA 01581, until 11:00 AM, local time, Tuesday, **February 11, 2025**, at which time they will be publicly opened and read. All bids must be submitted in accordance with the Contract Documents and shall be accompanied by a bid deposit in the amount of 5% of the value of the bid. Bid deposits, payable to the Commonwealth of Massachusetts, Department of Fish and Game, shall be in the form of a bid bond, certified, cashier's or treasurer's check issued by a responsible bank or trust company. Contract Documents will be available after **January 15, 2025**, from the Office of Fishing and Boating Access, 1 Rabbit Hill Road, Westborough, MA 01581. Copies of the Contract Documents may be obtained from the Office of Fishing and Boating Access, in electronic .pdf form, by making a formal written request via email to: michael.e.count@mass.gov. Minimum wage rates for this project have been predetermined by M.G.L. under Chapter 149, Section 26 to 27D, inclusive. Proposals that do not have the Affidavit (of non-collusion, etc.) properly completed will be declared informal. Bids are subject to provisions M.G.L. Chapter 30, Sections 39F, 39G, 39H, 39K and 39M and Chapter 149, Sections 44A to 44H, inclusive. This contract is subject to all State Laws and Regulations concerning Minority Business Enterprises including Executive Order 237. The right is reserved to waive any informality in or reject any or all proposals. An award will not be made to any Contractor who is not able to complete the work no later than **June 15, 2025**.

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

INSTRUCTION TO BIDDERS

1.0 BIDDING REQUIREMENTS

1.1 Deadline

The Department of Fish and Game, Office of Fishing and Boating Access will be accepting bids for the Boating Access Facility Parking Lot and Site Improvements Project and miscellaneous work. All bids must be received by 11:00 AM on Tuesday, **February 11, 2025**, at the Office of Fishing and Boating Access, 1 Rabbit Hill Road, Westborough, MA 01581. Bids for all items must be received in sealed envelopes clearly marked: "**BID: SCITUATE HARBOR BOATING ACCESS FACILITY IMPROVEMENTS, JERICHO ROAD BOAT RAMP, SCITUATE, MA**". All questions concerning this bid or the plans should be directed to Michael Count, Civil Engineer, DF&G, OFBA, Michael.e.count@mass.gov, 1 Rabbit Hill Road, Westborough, MA 01581, (508)614-5725.

1.2 Bid Deposit

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

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

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

1.3 Performance Bond & Labor and Materials Payment Bond

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

2.0 BIDDER'S REQUIREMENTS

2.1 General Insurance

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

3.0 BID REQUIREMENTS

3.1 General Requirements

All bids for consideration must fulfill bidding requirements and bidder's requirements, as outlined in Section 1.0 and 2.0 above. Failure to adhere to any of those, and all additional requirements herein, may invalidate

your bid and eliminate it from consideration. The Department will not accept responsibility for inconsistencies in the bid or bidder's problems, based on the bidder's failure to view the site, and inform him/herself of general site conditions.

3.2 Permits, Fees and Notices

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

3.3 Applications for Progress Payments

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

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

3.4 Manpower Utilization

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

CONTRACT NO. PA-416

SIGNATURES REQUIRED

Signatures Required	Page #	Penalty for to Sign
Proposal Form Signature	5-4 – 5-5	Informal Bid
Board of Director's Vote	5-6	
Affidavit	5-7	Informal Bid
Statement of Tax Compliance (REAP)	5-8	Informal Bid
Certificate of Compliance with Massachusetts Employment Security Law	5-9	Informal Bid
Contract Form	5-11	
Schedule of Participation by Minority or Women Business Enterprises	5-12	
Letter of Intent Minority or Women's Enterprise Participation Letter of Intent	5-13	
Minority or Women's Business Enterprise Participation	5-14	
Request for Verification of Taxation Reporting Information	5-22	
Electronic Fund Transfer Form	5-23	

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Section H.

Permits

Section I.

Contract Plans

Bid Issue: Project No. PA-416, Boating Access Facility, Parking Lot and Site Improvements, dated January 2025, consisting of 6 sheets

Section C. – Special Provisions

**Special Provisions
(No. PA-416)**

**SPECIAL PROVISIONS FOR BOATING ACCESS FACILITY,
SCITUATE, MA**

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

Work to be Done

The work to be done consists of improvements to the parking lot, adjacent seawall and rip rap armor stones, lighting, and miscellaneous work in accordance with the above referenced documents. The work required shall be completed as shown on the plans, as specified herein and as directed.

Plans

The location and details of the work to be done are shown on plans entitled " Boating Access Facility, Parking Lot and Site Improvements" dated January 2025, consisting of 6 sheets, and hereby referred to and made part of these Specifications. These plans are attached hereto.

Physical Data

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

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

General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplementing Subsection 8.11
SCHEDULE OF DEDUCTIONS

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

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

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

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

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

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

Applicable Laws, Regulations and Permits

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

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

Surveying Control

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

The Contractor shall provide at his own expense all materials and labor as may be required to establish all

project control range lines, tide boards, additional reference marks and line and grade stakes.

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

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

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

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

Inspection of Project Work

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

Manuals and Certificates

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

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

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

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

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

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

Insurance

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

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

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

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

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

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

Cleaning Site and Periodical Cleaning

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

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

Minimum Wage Rates

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

Overloaded Trucks

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

Specifications" shall still apply.

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

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

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

Executive Order 130 (Anti-Boycott Covenant)

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

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

Executive Order No. 213

Employment Opportunities through State Contracts

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

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

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

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

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

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

(I) Subject to regulations to be promulgated by the Commissioner of Administration, as hereunder provided, every agency, bureau, board, commission, institution, and department of the Executive Branch of the Commonwealth shall include the following requirement in solicitations of bids, contracts, or agreements, having an effective date on or after July 1, 1982 or solicitations of bids, contracts, or agreements, entered into subsequent to the effective date of said regulations for the provision of paid services entered into with a private contractor who employs under

contract(s) with the Commonwealth a total of twenty (20) or more persons: (1) at least 5 percent of the total number of the contractor's employees working under all of its contract(s) with the Commonwealth must have been recipients of public assistance program(s) administered by the Department of Public Welfare.

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

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

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

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

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

EXECUTIVE ORDER 195

Right to Examine Records

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

Compliance to Executive Order No. 281

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

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

In addition to the five (5%) percent Bid Bond required to accompany the bid, the successful bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract

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

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

a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the awarding authority, provided however, that if there is a suspension, delay or interruption of work for fifteen (15) days or more due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract, but shall not include any profit to the general contractor on such increase; and provide further, that the awarding shall not make any adjustments in the contract price under this price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for any equitable adjustment of the contract price under any other contract provisions.

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

Section D. – Technical Specifications

TECHNICAL SPECIFICATIONS (PA-416)

ITEM 101.1 MISCELLANEOUS SITE WORK

Description

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

Construction Methods

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

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

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

The Contractor's attention is drawn to the existence of electrical services and other utilities within the work site. The Contractor is responsible for the relocation of utilities as is necessary for the construction of the repairs and improvements to the existing boat ramp facility. The Contractor shall notify Dig-Safe (1-888-344-7233) and shall follow all Dig-Safe procedures prior to commencing any work.

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

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

BOATING ACCESS FACILITY IMPROVEMENTS
JERICHO ROAD BOAT RAMP, SCITUATE HARBOR, SCITUATE, MA
A PROJECT OF THE MASSACHUSETTS
OFFICE OF FISHING AND BOATING ACCESS
DEPARTMENT OF FISH AND GAME

Maura T. Healey, Governor

Rebecca L. Tepper, Secretary, Executive Office of Energy and Environment

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

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

Foth Infrastructure & Environment, LLC, Engineer

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

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

The Contractor shall install erosion control methods around the site and shall conform with Subsection 767 of the Commonwealth Of Massachusetts Department Of Transportation Standard Specifications for Highways and Bridges, 2024 Edition (hereinafter, "Standard Specifications") and Contract Drawings.

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

The condition of all permits, approvals, and licenses shall be adhered to at all times. The Contractor shall furnish, install, and maintain erosion control as required by the Scituate Conservation Commission's Order of Conditions.

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

Any item of work not covered by an individual item shown on the Contract Drawings, specifications, or permits shall be performed and paid for under ITEM 101.1 – MISCELLANEOUS, including but not limited to:

- ◆ the removal and cleaning of vegetation and sediment between the joints of the existing granite curb along the perimeter of the parking lot and the cleaning/surface preparation/grouting of said joints in accordance with manufacturer specifications;
- ◆ the installation of the elastomeric joint filler in accordance with manufacturer specifications;
- ◆ the replacement of broken boat ramp concrete curb;
- ◆ the furnish and installation of the three (3) 48"x36" pier transition plates with continuous hinge joints; and
- ◆ the replacement of the pile hoop with a galvanized steel 12" dia. pile hoop.

Method of Measurement and Basis of Payment

Under **Item 101.1** of the Contract, the Contractor will be paid the Contract **LUMP SUM** price for all work under **MISCELLANEOUS SITE WORK**, for tools, labor, materials, excavation, equipment, and all incidental work necessary to complete the work under this item, as shown on the Contract Drawings, as specified herein, and as directed.

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

-END OF SECTION-

ITEM 112
DEMOLITION

Description

The work to be done consists of demolishing existing structures that are necessary to perform the repairs and upgrades to the existing boat ramp facility and other miscellaneous work. The work shall include but is not limited to the removal of the bituminous asphalt pavement, catch basins, electrical systems, clear and grub grass areas, vegetation, and other structures as required for the implementation of new work described herein.

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

Construction Methods

The Contractor shall remove and dispose of the existing bituminous asphalt pavement, catch basins, electrical systems, and miscellaneous items within the work area and clear and grub existing grass areas and vegetation.

Any bituminous asphalt to be removed shall be saw-cut in a neat straight line.

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

If excess suitable material exists after construction of the solid fill is completed, the Contractor shall remove and dispose of such excess materials at their own expense, and in a manner satisfactory to the Engineer.

Method of Measurement and Basis of Payment

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

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

-END OF SECTION-

ITEM 120.2
EXCAVATION & BACKFILL

Description

This work consists of excavation, compaction and disposal of all materials not being removed under some other item of work. All excavation to be paid for under this section shall be classified as "Earth Excavation." Under this Contract, "Earth Excavation" shall include the work area described on the Contract Drawings where it is required to excavate the existing earth material to the level of the sub-base so that geotextile, loam, gravel, or stone may be placed.

Earth excavation shall also include, as incidental to the general work, the removal and disposal of, boulders, trash, riprap, broken concrete, and debris of every nature not otherwise included under Item 112, Demolition.

Excavation of muck and sand shall consist of the removal and disposal of saturated or unsaturated mixtures of soils and organic matter not suitable for foundation materials regardless of moisture content.

Construction Methods

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

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

Excess suitable material and all unsuitable material shall be properly disposed of by the Contractor, at the Contractor's expense, in the manner described under Section 120.69 of the Standard Specifications.

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

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

Excavation for trenches shall conform with Section 140 of the Standard Specifications. In doing the work, the Contractor shall make the bottom of the trench as smooth and level as possible or slightly below the place of the required depth.

Method of Measurement and Basis of Payment

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

Where excavated materials are to be used to form embankments and no additional filling material is required, the following will govern:

Excavation materials used in the reconstruction will only be paid for under Item 120.2 as EXCAVATION AND BACKFILL.

The Contractor shall submit a breakdown of the lump sum item along with their Schedule of Operation.

-END OF SECTION-

ITEM 201
STORMCEPTORS

Description

This item shall govern the furnishing and installation of the StormCeptor® by Contech Engineered Solutions LLC, complete and operable as shown and as specified herein, in accordance with the requirements of the Contract Drawings and specifications.

The Contractor shall furnish all labor, equipment, and materials necessary to install the storm water treatment device(s) (SWTD) and appurtenances specified in the Contract Drawings and specifications.

The installer of the SWTD shall be one that is regularly engaged in the engineering design and production of systems deployed for the treatment of storm water runoff for at least 5 years, who has a history of successful production, and is acceptable to the Engineer. In accordance with the Contract Drawings, the SWTD(s) shall be a Vortechs® device manufactured by:

Contech Engineered Solutions LLC
9025 Centre Pointe Drive
West Chester, OH 45069
Tel: 1 800 338 1122

Materials and Construction Methods

All components shall be subject to inspection by the Engineer at the place of manufacture and/or installation. All components are subject to being rejected or identified for repair if the quality of materials and manufacturing do not comply with the requirements of this specification. Components which have been identified as defective may be subject for repair where final acceptance of the component is contingent on the discretion of the Engineer.

The manufacturer shall guarantee the SWTD components against all manufacturer originated defects in materials or workmanship for a period of 12 months from the date the components are delivered to the owner for installation. The manufacturer shall upon its determination repair, correct or replace any manufacturer originated defects advised in writing to the manufacturer within the referenced warranty period. The use of SWTD components shall be limited to the application for which it was specifically designed.

The SWTD manufacturer shall submit to the Engineer of Record a “Manufacturer’s Performance Certification” certifying that each SWTD is capable of achieving the specified removal efficiencies listed in these specifications. The certification shall be supported by independent third-party research.

No product substitutions shall be accepted unless submitted 10 days prior to project bid date, or as directed by the Engineer of Record. Submissions for substitutions require review and approval by the Engineer of Record, for hydraulic performance, impact to project designs, equivalent treatment performance, and any required project plan and report (hydrology/hydraulic, water quality, storm water pollution) modifications that would be required by the approving jurisdictions/agencies. Contractor to coordinate with the Engineer of Record any applicable modifications to the project estimates of cost, bonding amount determinations, plan check fees for changes to approved documents, and/or any other regulatory requirements resulting from the product substitution.

Submittals

The Contractor shall provide the following information to the Engineer:

- ◆ Plans & Product Data: Submit data for proprietary materials and items, including reinforcement, concrete mix, sealants, grouts, seals, waterstops, and others as requested by Owner. Plans and product data showing all fabricated dimensions and locations for placing of the reinforcing steel and accessories shall be submitted for review. Plans shall provide sufficient technical data to demonstrate compliance with the specified requirements. Products, materials, or information submitted for review shall not be used or fabricated until after receipt of the Engineer's review comments. Distribute only reviewed plans to the job site.
- ◆ Method of Placement Plan
- ◆ Material Certifications
- ◆ Test Reports: Submit certified reports for tests required.
- ◆ Maintenance Data: Provide maintenance data and parts list for all system work.
- ◆ As-Built Documents: Utility Subcontractors shall be responsible for the transfer of as-built information related to their Work to the Record Contract Drawings. The drafting must be done by experienced draftsmen/women and match the original Contract Drawings.
- ◆ Coordination Drawings: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from storm drainage system piping. Indicate interface and spatial relationship between manholes, piping, and proximate structures.

Delivery, Storage, and Handling

Protect pipe, pipe fittings, and seals from dirt and damage.

Handle structures according to manufacturer's written rigging instructions.

Materials

Each storm water treatment system shall include a circular aluminum "swirl chamber" (or "grit chamber") with a tangential inlet to induce a swirling flow pattern that will accumulate and store settle-able solids in a manner and a location that will prevent re-suspension of previously captured particulates.

Housing unit of SWTD shall be constructed of pre-cast or cast-in-place concrete, no exceptions. Concrete for precast storm water treatment systems shall conform to ASTM C857 and C858 and meet the following additional requirements:

- ◆ The wall thickness shall not be less than 6 inches (152 mm) or as shown on the dimensional drawings. In all cases the wall thickness shall be no less than the minimum thickness necessary to sustain HS20-44 (MS18) loading requirements as determined by a Licensed Professional Engineer.
- ◆ Sections shall have tongue and groove or ship-lap joints with a butyl mastic sealant conforming to ASTM C990.
- ◆ Cement shall be Type II Portland cement conforming to ASTM C150.
- ◆ All sections shall be cured by an approved method. Sections shall not be shipped until the concrete has attained a compressive strength of 4,000 psi (28 MPa) or until 5 days after fabrication and/or repair, whichever is the longer.

- ◆ Pipe openings shall be sized to accept pipes of the specified size(s) and material(s) and shall be sealed by the Contractor with a hydraulic cement conforming to ASTM C595M.
- ◆ Brick or masonry used to build the manhole frame to grade shall conform to ASTM C32 or ASTM C139 and shall be installed in conformance with all local requirements.
- ◆ Casting for manhole frames and covers shall be in accordance with ASTM A48, CL.35B, and AASHTO M105.

Internal Components and appurtenances shall conform to the following:

- ◆ Internal aluminum plate components shall be aluminum alloy 5052-H32 in accordance with ASTM B209.
- ◆ Sealant to be utilized at the base of the swirl chamber shall be 60 durometer extruded nitrile butadiene rubber (Buna N) and shall be provided to the concrete precaster for installation.

Performance

The SWTD shall be capable of achieving an 80% average annual reduction of total suspended solids (TSS) or an 80% reduction of TSS based on a treatment flow rate or calculation as specified by local regulatory requirements unless otherwise stated.

The SWTD shall have completed field tested following TARP Tier II protocol requirements.

Annual TSS removal efficiency models shall be based on documented removal efficiency performance from full scale laboratory tests based on a particle size gradation defined in Table 1 unless otherwise stated. Annual TSS removal efficiency models shall only be considered valid if they are corroborated by independent third-party field testing. Said field testing shall include influent and effluent composite samples from a minimum of 10 storms at one location.

**Table 1:
Particle Size Gradation**

Percent of Sample	Particle Size Range
27%	>250 micron
11%	150-250 micron
7%	100-150 micron
9%	75-100 micron
4%	63-75 micron
42%	<63 micron

Individual storm water treatment systems shall have usable sediment storage capacity of not less than the corresponding volume listed in Table 2. The systems shall be designed such that the pump-out volume is less than ½ of the total system volume. The systems shall be designed to not allow surcharge of the upstream piping network during dry weather conditions.

**Table 2:
Storm Water Treatment Device Storage Capacities**

Vortechs Model	Minimum Sump Storage Capacity (yd³)/(m³)
1000	0.7(0.54)
2000	1.2(0.91)
3000	1.8(1.38)
4000	2.4(1.84)
5000	3.2(2.45)
7000	4.0(3.06)
9000	4.8(3.67)
11000	5.6(4.28)
16000	7.1(5.43)

The storm water treatment system manufacturer shall furnish documentation which supports all product performance claims and features, storage capacities, and maintenance requirements.

Storm water treatment systems shall be completely housed within one rectangular structure.

In order to not restrict the Owner's ability to maintain the storm water treatment system, the minimum dimension providing access from the ground surface to the sump chamber shall be 16 inches in diameter.

Execution

Each Storm Water Treatment System shall be constructed according to the sizes shown on the Contract Drawings and as specified herein. Install at elevations and locations shown on the Contract Drawings or as otherwise directed by the Engineer.

Place the precast base unit on a granular subbase of minimum thickness of 6 inches (152 mm) after compaction or of greater thickness and compaction if specified elsewhere. The granular subbase shall be checked for level prior to setting and the precast base section of the trap shall be checked for level at all four corners after it is set. If the slope from any corner to any other corner exceeds 0.5% the base section shall be removed and the granular subbase material re-leveled.

Prior to setting subsequent sections place bitumen sealant in conformance with ASTM C990-91 along the construction joint in the section that is already in place.

After setting the base and wall or riser sections, prepare to install the swirl chamber (if not installed prior to delivery). Place the butyl mastic sealant vertically on the outside of the swirl chamber starting one inch above the bottom of the swirl chamber and continuing to a height equal to the elevation of the bottom of the upper aperture of the swirl chamber. The butyl mastic sealant should abut the downstream side of the pre-drilled mounting holes that attach the swirl chamber to the long walls of the concrete vault. Next, install the extruded Buna N seal on the bottom edge of the 180-degree downstream section of the swirl chamber by first applying a bead of Sikaflex-1a polyurethane elastomeric sealant into the extruded slot then slide the seal onto the swirl chamber. The extruded seal should extend 3-inches (76 mm) upstream of the mounting holes, toward the inlet end of the vault. Set the swirl chamber into position and keep the seal approximately 1/2-inch (13 mm) above the floor of the concrete vault. Apply a continuous bead of Sikaflex-1a sealant under the cupped bottom of the seal. Set the circular swirl chamber on the floor of the vault and

anchor it by bolting the swirl chamber to the side walls of the concrete vault at the 3 tangent points and at the inlet tab using HILTI brand stainless steel drop-in wedge anchors or equivalent 3/8-inch (10 mm) diameter by 2-3/4 inch (70 mm) minimum length at heights of approximately 3 inches (76 mm) off the floor and at 15-inch (381 mm) intervals to approximately the same height of the butyl mastic sealant (at locations of pre-drilled holes in aluminum components). Apply a continuous bead of Sikaflex-1a sealant to the intersection of the inside bottom edge of the extruded seal and the vault floor.

If the oil baffle wall (Baffle A) and flow control wall (Baffle B) are not integrally cast-in to riser/wall sections, then the Baffle wall panels shall be placed in the formed keyways or between bolted-in-place angle flanges as provided by the manufacturer. Apply non-shrink grout or Sikaflex-1a sealant to each end of Baffle A and Baffle B at the upstream intersection with the side walls of the concrete vault.

Prior to setting the precast roof section, bitumen sealant equal to ASTM C990 shall be placed along the top of the oil baffle wall (Baffle A), using more than one layer of mastic, if necessary, to a thickness at least 1 inch (25 mm) greater than the nominal gap between the top of the baffle and the roof section. The nominal gap shall be determined either by field measurement or the shop drawings. Do not seal the top of Baffle B unless specified on the shop drawings to do so. After placement of the roof section has compressed the butyl mastic sealant in the gap over Baffle A, finish sealing the gap with an approved non-shrink grout on both sides of the gap using the butyl mastic as a backing material to which to apply the grout. If roof section is "clamshell" or "bathtub" halves, then finish sealing the ends of the Baffle walls by applying non-shrink grout or Sikaflex-1a sealant to each end of Baffle A at the upstream intersection with the side walls of the concrete vault and to each end of Baffle B at the downstream intersection with the side walls of the concrete vault.

After setting the precast roof section of the storm water treatment system, set precast concrete manhole riser sections, to the height required to bring the cast iron manhole covers to grade, so that the sections are vertical and in true alignment with a 1/4 inch (6 mm) maximum tolerance allowed. Backfill in a careful manner, bringing the fill up in 6-inch (152 mm) lifts on all sides. If leaks appear, clean the inside joints and caulk with lead wool to the satisfaction of the Engineer. Precast sections shall be set in a manner that will result in a watertight joint. In all instances, installation of Storm Water Treatment Systems shall conform to ASTM C891 "Standard Practice for Installation of Underground Precast Utility Structures."

Holes made in the concrete sections for handling or other purposes shall be plugged with a non-shrink grout or by using grout in combination with concrete plugs.

Where holes must be cut in the precast sections to accommodate pipes, do all cutting before setting the sections in place to prevent any subsequent jarring which may loosen the mortar joints. The Contractor shall make all pipe connections.

The stormwater structure will require retrofitting/connection to the existing RCPs to remain.

Method of Measurement and Basis of Payment

Under **Item 201** of the Contract, the Contractor will be paid the contract unit price per **LUMP SUM** for **STORMCEPTORS** furnished and placed which price shall include all labor, tools, materials, equipment, and all work necessary to complete the work to the satisfaction of the Engineer.

The quantity to be paid for shall be based upon the structures installed and functional per manufacturer's specifications and the contractor documents.

-END OF SECTION-

ITEM 403
RECLAIMED BASE COURSE

Description

The Contractor shall scarify and pulverize the in-place bituminous concrete pavement and underlying material, mixing and blending the material and spreading and compacting the resultant mixture to the line and grades shown on the plans and as directed by the Engineer.

Materials and Construction Methods

Pulverization of the existing bituminous concrete pavement shall be completed in accordance with relevant portions of Section 403 of the “Standard Specifications.”

The minimum pulverization depth to blend existing pavements and gravel base material shall not be less than 18-inches deep.

Reclaimed material for the sub-base course shall consist of crushed asphalt pavement, cement concrete, and gravel borrow (meeting M1.03.0 of the Standard Specifications) free from loam, clay, and deleterious materials such as brick, reinforcing steel, glass, wood, paper, plastic, plaster, lathing, and building rubble, etc. Reclaimed material shall be mechanically processed, and blended uniformly consistent so that 100% passes the 3-inch sieve, conforming to subsection M1.11.0 gradation requirements.

Any stones larger than 3-inches shall be removed by hand or mechanical means from the base layer underlying any pavement area. This work shall be included as part of Item 403. – Pulverization, no additional payments shall be made.

All work shall conform with Subsection 403.40 and 403.60 of the Standard Specifications.

Method of Measurement and Basis for Payment

Under **Item 403** of the Contract, the Contractor will be paid the contract unit price per **SQUARE YARD** for **RECLAIMED BASE COURSE**, which price shall include payment for all materials, labor, equipment, and other items necessary to complete the work as shown on the Drawings, as specified herein, and as directed by the Engineer.

Reclaimed base course shall be measured in place to the limits shown on the plan or as directed by the Engineer.

-END OF SECTION-

ITEM 460.3
CLASS I, BITUMINOUS CONCRETE PAVEMENT

Description

The Contractor shall prepare and construct bituminous pavement for the boating access facility to the thickness, lines and grades shown on the Drawings, as specified, and as directed by the Engineer.

Materials and Construction Methods

Bituminous concrete supplied for the binder course and wearing course shall meet the requirements in subsection M3.11.00, except that NO Reclaimed Asphalt Products (RAP) shall be included in the job mix formulas. The job mix formulas for this project shall contain 100% virgin aggregate and liquid asphalt. Bituminous concrete pavement shall be placed in accordance with Sections 420 and 460 of the Standard Specifications.

Where new pavement meets existing, edges of the existing pavement shall be neatly saw cut to form a smooth joint to blend the new pavement surface into the existing. The entire joint shall be cleaned of all foreign matter and loose material then tack coated in accordance with Section 460.62 of the Standard Specifications. This work shall be included in the unit bid price of Item 460.3, no additional payments shall be made.

Existing structures including, but not necessarily limited to gate boxes, handholes, manholes, basins, and curbstops within the work limits shall be adjusted to the proposed finish grade prior to commencing any paving work. Structure adjustments shall be included in the unit bid price of Item 460.3, no additional payments shall be made for this work.

Paving preparation work shall include furnishing and placing gravel borrow in proposed areas, fine grading and compacting of the blended base surface. Placement of gravel borrow shall be in accordance with and paid for under Item 403. All pavement preparation work shall be included under this item of work, no additional payments shall be made.

Gravel base for driveways, roadways, walkways and parking areas shall be compacted to not less than 95 percent, as determined by AASHTO T99, Method C, test procedure.

No bituminous concrete shall be installed until the Engineer has inspected and approved the base onto which the bituminous concrete will be placed.

The general composition and limits of the materials shall conform to Table A, columns entitled Binder Course and Top Course as listed in Subsection M3.11.03 of the Standard Specifications. No Bituminous concrete will be installed until the Engineer approves all job mix formulas.

NOTE:

The job mix formula for this project shall consist of 100% virgin aggregate and liquid asphalt; NO Reclaimed Asphalt Pavement (RAP) shall be Approved in the job mix formula for this project.

New bituminous concrete pavement surfacing shall be laid in two courses consisting of a 2.5-inch minimum compacted (3/4" nominal max aggregate size) binder course and a 1.5-inch minimum compacted (3/8" nominal max aggregate size) surface course. Each course shall be rolled and compacted to form a smooth dense surface. The finished elevation of the surface course shall match the proposed finish grades shown on the plans and those adjoining existing paved or concrete surfaces.

Method of Measurement and Basis of Payment

Under **Item 460.3** of the Contract, the Contractor will be paid the unit price per **TON** of **CLASS 1, BITUMINOUS CONCRETE PAVEMENT** placed, which price shall include payment for all materials, labor, equipment, and other incidental and appurtenant work to properly install the bituminous concrete to the line and grades shown on the Drawings, as specified herein, and as directed by the Engineer. The quantity to be so paid for shall be based upon measurement taken in the field by the Engineer.

There will be no additional payments or adjustments made to the Contract Unit Price of Item 460.3 due to fluctuations in the oil market.

The weight slips shall be countersigned by the Engineer, and only such materials as is actually accepted and placed shall be paid for.

-END OF SECTION-

SECTION 697
EROSION CONTROLS – LINEAR PERIMETER

Description

Furnish and install the following: Erosion control, as indicated on the plans and as required by the environmental permit conditions for this project. Sediment control BMPs such as straw wattle, compost filter tube, or equal shall be used to protect waterway and adjacent property from siltation during construction.

Materials and Construction Methods

Silt Socks

Compost used for permeable filter sock shall be weed free and derived from a well-decomposed source of organic matter. The compost shall be produced using an aerobic composting process meeting CFR 503 regulations, including time and temperature data indicating effective weed seed, pathogen and insect larvae kill. The compost shall be free of any refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted. Test methods for the items below should follow USCC TMECC guidelines for laboratory procedures:

- A. PH – 5.0-8.0 in accordance with TMECC 04.11-A, “Electrometric pH Determinations for Compost”
- B. Particle size – 99% passing a 2” sieve and a minimum of 60% greater than the 3/8” sieve, in accordance with TMECC 02.02-B, “Sample Sieving for Aggregate Size Classification”.
- C. Moisture content of less than 60% in accordance with standardized test methods for moisture determination.
- D. Material shall be relatively free (<1% by dry weight) of inert or foreign man made materials.
- E. A sample shall be submitted to the engineer for approval prior to being used and must comply with all local, state and federal regulations.
- F. Compost product shall be a manufacturer approved media, as determined by testing procedures outlined by the manufacturer. A copy of an approved report shall be kept on file.

Submittals

Submit product data for all proposed erosion controls.

Inspections

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

Erosion controls shall be inspected regularly. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged erosion controls resulting from end runs and undercutting. Should the erosion control decompose or become ineffective, and the barrier is still necessary, it shall be replaced

promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When the erosion control is no longer required, it shall be removed. The immediate area occupied by the erosion control and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded.

Construction Methods

Site information: Perform site inspection and review all reports and orders pertaining to the placement of erosion control devices.

The Contractor shall take sufficient precautions during construction to minimize the run-off of polluting substances such as; silt, clay, fuels, oils, bitumen's, calcium chloride, or other polluting materials, harmful to: humans, fish, or other life, into the resource areas indicated in the contract drawings. Special precautions shall be taken in the use of construction equipment to prevent operations, which promote erosion.

All erosion controls to be installed per manufacturers recommendations and at location shown on the contract drawings.

Drainage leaving the site shall flow to watercourses in such a manner to prevent erosion.

Rough grading shall proceed in a way to allow fine grading and loaming and seeding or mulching of cross country areas to take place as soon as possible.

Temporary silt fencing should be placed around drainage structures as necessary to prevent silt from entering the drainage system.

The location of siltation fencing shown on the plans are intended to be a guide for the placement of siltation and erosion control barriers and shall not relieve the Contractor from placing additional barriers as directed by the Department of Fish and Game, Office of Fishing and Boating Access .

The Contractor shall be responsible for maintaining the siltation barriers.

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

Method of Measurement and Basis of Payment

Compensation shall include payment for all labor, equipment, trucking, maintenance, disposal, permits, materials, survey, supervision and any incidentals necessary to satisfactorily complete the work as specified herein, as shown on the Contract drawings and/or sketches and as directed by the Engineer or Owner. The quantity to be paid for shall be based on the in-place length of erosion control installed and approved by the Engineer.

Under **Item 697** of the contract, , the Contractor will be paid the unit price per **LUMP SUM** of **EROSION CONTROLS – LINEAR PERIMETER** for the erosion control installed as set forth on the plans, which price shall include full compensation for all work prescribed.

-END OF SECTION-

ITEM 751.1
LOAM AND SEED

Description

The Contractor shall furnish, place, spread, and grade loam, prepare the area for plant material, and furnish and place seed mix within all disturbed areas following completion of ground disturbance, as shown on Drawings, as specified, and as directed by the Engineer.

Materials And Construction Methods

The loam shall conform to the gradation and material requirements specified in Section M1.05.0 of the Standard Specifications. The contractor shall submit certified test results of the proposed loam material at least 30 days prior to ordering.

Construction methods for placing loam shall be in accordance with Section 751.61 of the Standard Specifications.

Grass seed mix shall conform to Section M6.03.0 of the Standard Specifications.

Construction methods for seeding shall be in accordance with Sections 765.63 and 765.65 of the Standard Specifications. The contractor shall submit details of the hydroseed machine to the Engineer for approval prior to seeding if hydroseeding is proposed.

The contractor shall be responsible for monitoring and watering all seeded and grassed areas which shall be kept moist until final completion. Care during construction shall be in accordance with Section 765.66 of the Standard Specifications.

The Contractor shall supply additional loam as necessary so that following finish the grading and compaction operations, the placed loam shall conform to a minimum required depth of 4”.

If necessary, suitable signage and barricades, or other means shall be placed to protect the seeded and planted areas.

Method of Measurement and Basis of Payment

Under **Item 751.1** of the Contract, the Contractor will be paid the unit price per **LUMP SUM** for **LOAM AND SEED**, which price shall include payment for all materials, labor, equipment, and other items required to properly provide loam, grass cover, and install plantings as shown on the Drawings, as specified herein, and as directed by the Engineer.

-END OF SECTION-

ITEM 801
SITE LIGHTING

Description

The work under this section shall consist of furnishing and installing and/or constructing the following in accordance with the requirements of the specifications, as directed on the plans and as directed by the Engineer.

- ◆ Light poles, bases, fixtures and accessories.

Submittals

List of materials and equipment requiring shop drawings shall include:

- ◆ Light Poles, Fixtures
- ◆ Light Pole Accessories

Materials

Materials shall meet the requirements specified in the following Subsections of Division III, Materials:

Cement and Cement Concrete Materials	M4
Pipe, Culvert Sections, Conduit and Fittings, Pull and Junction Boxes	M5
Paint and Protective Coatings	M7
Metal, Related Materials, Cast Iron Frames and Covers	M8
Gravel	M1.03.0, Type c

Metallic pull and junction boxes may be cast iron, welded sheet steel or cast aluminum, with gasketed covers securely fastened with monel or stainless steel screws that will, with cover in place, be watertight. Cast iron or sheet steel boxes shall be hot dipped galvanized conforming to the applicable portions of ASTM A153.

General

Materials and products furnished shall be designed for the intended use, shall meet all requirements of the latest edition of the National Electric Code (NEC), and all local codes.

Materials shall be manufactured in accordance with the standards indicated in this Section, and typical industry standards and codes for the products specified. Materials and equipment shall be Underwriter's Laboratory (UL) listed.

The materials used shall be new, unused, and of the best quality for the intended use. All equipment shall have the manufacturer's name, address, model or type designation, serial number and all applicable ratings clearly marked thereon in a location which can be readily observed after installation. The required information should be marked on durable nameplates that are permanently fastened to the equipment.

Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by water. Electrical equipment (excluding light poles) shall not be stored outside exposed to the elements. If any equipment or apparatus is damaged, such damage shall be repaired at no additional cost, or replaced at no additional cost as directed by the Engineer.

Wire And Cable

Unless otherwise noted, conductors for power, lighting, and grounding *above grade* shall be No. 12 through No. 8 AWG, NEC type THWN/THHN, meeting the requirements of UL 83. Conductors for power and lighting shall be no smaller than No. 12 AWG.

All conductors shall be annealed copper, 98% conductivity, Class B stranded, except conductors used for power and lighting circuits No. 10 AWG and smaller which may be solid. All conductors should be rated for 600 volts or less, with a thermal rating of 90° C. Decorative Light Pole and Luminaire shall include the cost of the 4#10 wires within the light pole.

The outside covering of all wiring for power, lighting, grounding, and control uses shall be color coded to identify polarity as follows:

<u>Phase</u>	<u>Color</u>
A or 1	Black
B or 2	Red
C or 3	Blue
Neutral	White
Equipment Ground	Green

Decorative Street Lights

Provide outdoor Decorative lighting fixtures, poles, arms, equipment and luminaire components (lamps, ballasts, etc.) where shown as specified on Drawings, wired and assembled. Provide approved brackets, and other devices as necessary and as required. Manufacturers shall be Holophane, Sternberg, Union Metal or other approved company. The selected manufacturer shall have a minimum of 10 years' experience fabricating street light poles and luminaires.

Poles

Decorative Poles shall be aluminum, 10'-0" high, with a base diameter of 16" or less and a height of 30" or less, round two-piece construction with cast show base. Pole shaft shall be fluted ASTM 6065-T5 extruded aluminum, 1/8" wall, round 4" diameter. Color to be black. Tenon shall be 3" O.D. x 3" long, or as needed to be compatible with the fixture. Bolt circle to be 10-inch. All hardware shall be stainless steel. The pole shall be double welded to the base casting and shipped as one piece.

Lighting Fixtures

Decorative Lighting Fixtures shall be LED fixture (20W), 120-277-volt self-adjusting. LED fixture shall be 3305 lumen minimum, 0.72 LL, IESNA Type 3 distribution. Lighting levels will need to meet IESNA guidelines for roadway and pavement type as demonstrated by the contractor during the submittal phase. Fixture to be asymmetric teardrop style with partial cut-out skirting, prismatic glass globe and black paint. Fixtures shall be energy saving, high efficiency, high power factor, permanently installed fixtures. Fixture shall be suitable for wet / outdoor locations and meet the requirements of UL 595.

Fixture to be Square shaped cast A356 aluminum hood with a decorative heavy spun aluminum cupola mechanically secured on a tube section, topping a tapered cast A356 aluminum guard, with Four (4) frosted acrylic lenses (LAF) are installed and 3000K LED.

Shop Drawings

All details of the poles and luminaires shall be submitted for review by the Owner prior to purchase

Construction Methods

Methods of construction for installation of conduit, Electric Manholes, Handholes, Pull Boxes and Junction Boxes, and Foundations shall conform to Sections 801.60, 801.61, and 801.62 of the Standard Specifications.

General

This Section covers the requirements for installation of materials, proper workmanship, testing, cleaning, grounding, and work methods to be followed by the Contractor. This Section also includes specific instructions and to be used in conjunction with the contract Drawings. Any discrepancies noted between the specification, Drawings, and actual installation shall be reported immediately to the Engineer. Failure on the part of the Contractor to report discrepancies immediately will be considered negligent.

Work will be coordinated such that systems can be properly located, and conflicts and delays are avoided. Contractor shall consider commencement of work acceptance of existing conditions.

Materials And Workmanship

Work shall be executed in workmanlike manner and shall present neat, rectilinear and mechanical appearance when completed. Material and equipment shall be new and installed according to manufacturer's recommended best practice so that complete installation shall operate safely and efficiently.

Grounding

Grounding of all Decorative light poles and fixtures shall be in accordance Section 250 of the latest edition of the National Electrical Code. Equipment bonding conductor shall be installed from branch feeder circuit into adjacent electric handhole and into light pole base. Bonding conductor to be permanently attached to metal light pole per grounding stud provided by manufacturer or field installed if not provided. Bonding conductor to be bonding to metal handhole cover if present. Provide #10Awg copper binding conductor vertically up length of pole shaft along with power conductors and bond to fixture ground stud and GFCI receptacle (if provided). Test all bonding conductors to be continuous back to source. Perform ground resistance test at each pole location.

Should ground resistance be less than 25 ohms, contractor shall provide additional ground rod electrode at pole foundation, in accordance with NEC requirements and re-test to determine if resistance is below 25 ohms. Report all instances where ground resistance is above 25 ohms. All grounding conductors to be provided with either green outer jacket or green marking tape.

Testing, Inspection and Cleaning

Test wiring and connections for continuity and grounds before fixtures are connected; demonstrate insulation resistance by megger test as required at not less than 500 volts. Insulation resistance between conductors and grounds for secondary distribution systems shall meet National Electrical Code (NEC) requirements.

Test lighting fixtures with specified lamps in place for 100 hours. Replace lamps that fail within 1 year after acceptance, per MassDOT standard provisions.

Installation Of Lighting Fixtures

Verify construction of light pole foundations is suitable, and provide fixtures, poles, hardware, and other accessories suitable for construction encountered.

Contractor to provide (furnish and install) new Decorative light poles and Decorative light fixtures. These light poles and fixtures shall be installed on precast concrete foundation, in locations as indicated on the Contract Drawings. Contractor to provide poles and fixtures. All poles are to be provided with factory installed 120V weatherproof receptacle, mounted near the top of the pole. Contractor to provide necessary field wiring for all light fixtures and receptacles. Light poles to be installed with one set of galvanized steel washers and nuts, sized per manufacturer's requirements.

Coordinate installation of fixtures with installation of surrounding materials. Investigate lighting fixture locations and foundation supports to ensure that no interference exists between lighting fixtures, supports, and other equipment including that provided by other trades. Report any possible interference's to the Engineer. Minimum set back of light poles is 18-inches from front of curb to edge of light pole foundation.

Install 4/C - #10 Awg cable (2 hot, neutral and ground) from each light fixture to light pole base; to be connected to #4 Awg cable feeder from metering cabinet. Wire and connect receptacle, ballast and fixture, per manufacturer's instruction.

Method of Measurement and Basis of Payment

The quantity to be paid for shall be based upon the structures installed and functional per manufacturer's specifications and the contractor documents.

Under **Item 801** of the Contract, the Contractor will be paid the contract unit price per **LUMP SUM** for **SITE LIGHTING** furnished and placed which price shall include all labor, tools, materials, equipment, and all work necessary to complete the work to the satisfaction of the Engineer. The Contractor shall submit a breakdown of the lump sum price for their work.

-END OF SECTION-

ITEM 860.1
REFLECTORIZED PAVEMENT MARKINGS
AND HANDICAP SYMBOLS

Description

The Contractor shall furnish and install reflectorized pavement markings to the lines, no parking, handicap symbols, arrows, and painted islands as shown on the Drawings as specified, and as directed by the Engineer.

Materials and Construction Methods

Reflectorized paint shall be white VOC-compliant acrylic traffic paint conforming to Federal DOT specification UN1263.

Application shall be in accordance with manufacturer recommendations.

Painting shall consist of single 4" wide lines, other pavement markings and the symbols and lines at the handicapped parking locations.

Method of Measurement and Basis of Payment

Under **Item 860.1** of the Contract, the Contractor will be paid the contract unit price per **LUMP SUM** for **REFLECTORIZED PAVEMENT MARKINGS AND HANDICAP SYMBOLS**, which price shall include payment for all materials, labor, equipment, and other items required to properly mark the pavement to the lines as shown on the Drawings, as specified herein, and as directed by the Engineer.

-END OF SECTION-

ITEM 905.1
CLASS "D" CEMENT CONCRETE MORTAR

Description

The work to be done under this section consists of all work related to cement concrete placement to fill voids in revetment and under seawall within proposed repair areas, including but not limited to installation of forms and furnishing and placing cement concrete as shown on the plans, and as specified herein.

Materials and Construction Methods

Class "D" cement concrete mortar, type II, shall conform to the requirements of Section M4.02.15 of the Standard Specifications, and as shown on the drawings for class "D" cement concrete mortar.

Mass highway M4.02.15

M4.02.15: Cement Mortar shall be composed of 1 part Portland Cement and 2 parts of sand by volume with sufficient water to form a workable mixture. Cement, sand and water shall conform to M4.01.0: Portland Cement, M4.02.02: Aggregates, Paragraph A, and M4.02.04: Water respectively.

Method of Measurement

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

Basis of Payment

Under **Item 905.1** of the Contract, the Contractor will be paid the unit price per **Cubic Yard** for **CLASS "D" CEMENT CONCRETE MORTAR**, as shown on the plans, or as directed, complete in place, as accepted, which price shall include full compensation for construction and removal of forms, testing, curing and finishing, all equipment, machinery, tools and labor, and such other incidental work not otherwise provided for which may be required to execute the work properly in accordance with these provisions.

-END OF SECTION-

ITEM 983.1
NEW ARMOR STONE

Description

The Contractor shall furnish and install new armor stone around the boat ramp as needed to supplement existing stone, as shown on the Contract Drawings, as herein specified, or as directed by the Engineer. Note that removal and re-setting of existing armor stone shall be included as part of Item 983.2.

Materials and Construction Methods

New armor stone shall consist of sound durable rock which is angular in shape. Rounded stones, boulders, sandstone, or similar soft stones or relatively thin slabs will not be accepted. Stone shall vary between 500 lbs to 1 ton.

New armor stone shall be placed so that every part of the face of the stone shall be within 3 inches (above or below) of the slope indicated on the Contract Drawings.

New stone shall be placed to form an interlocking, compact mass with minimum voids. Voids shall not be chinked with stones or concrete without prior approval by Engineer. All stone shall be properly sized and firmly set to prevent movement.

Method of Measurement and Basis of Payment

Under **Item 983.1** of the Contract, the Contractor will be paid the contract unit price per **TON** for **NEW ARMOR STONE** furnished and placed which price shall include all labor, tools, materials, equipment, and all work necessary to complete the work to the satisfaction of the Engineer.

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

-END OF SECTION-

ITEM 983.2
ARMOR STONE – REMOVE AND RESET

Description

The contractor shall remove and reset armor stone as shown on the Drawings, as herein specified, or as directed by the Engineer.

Materials and Construction Methods

Armor stone shall consist of the existing stone on site. All existing armor stone shall be placed prior to the use of new armor stone.

Toe stones shall be placed in a trench and backfilled.

The Contractor shall regrade the subbase as indicated before placing Cement Concrete (Item 905.1)

Armor stone shall be placed so that every part of the face of the stone shall be within three (3) inches (above or below) of the slope indicated on the Drawings.

Stone shall be placed to form an interlocking, compact mass with minimum voids. Voids shall not be chinked with stones or concrete without prior approval by Engineer. All stone shall be properly sized and firmly set to prevent movement.

Method of Measurement and Basis of Payment

Under **Item 983.2** of the Contract, the Contractor will be paid the contract unit price per **SQUARE YARD** for **ARMOR STONE – REMOVE AND RESET** furnished and placed which price shall include all labor, tools, materials, equipment, and all work necessary to complete the work to the satisfaction of the Engineer.

The quantity to be paid for shall be based upon the number of square yards placed as measured by the Engineer.

-END OF SECTION-

ITEM 983.3
FILTER FABRIC

Description

Work under this item consists of furnishing and placing filter fabric materials under the backfill fit to the seawall and rip-rap as indicated on the Contract Drawings, as herein specified.

Materials and Construction Methods

Filter fabric shall be a woven fabric, manufactured from high modulus, high strength, chemical resistant materials to conform to the minimum specifications contained herein. The fabric shall have a minimum grab strength of 370 lbs. when tested in accordance with ASTM D4632. Filter fabric shall be equivalent to "MIRAFI 600X" as manufactured by Mirafi, Inc., or and approved equal.

The filter fabric shall be placed in conjunction with the placement of backfill operations. The filter fabric shall be placed in 1 layer, from top of slope to bottom of slope. The joints of the filter fabric shall be staggered at least 6 feet apart. The fabric shall be overlapped at least 3 feet. Ends of fabric shall not butt each other.

Method of Measurement and Basis of Payment

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

-END OF SECTION-

Section E. – Minority and Women Business Requirements

Participation by Minority or Women’s Business Enterprises

Right-to-Know Act

Supplemental Equal Opportunity Antidiscrimination and Affirmative Action Program

Public Employment Laws

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OFFICE OF FISHING AND BOATING ACCESS**

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

Revised: July 22, 1996, February 2010

I. M/WBE PARTICIPATION GOAL

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

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

II. POLICY

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

III. M/WBE OBLIGATION

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

IV. FAILURE TO COMPLY WITH M/WBE REQUIREMENTS

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

V. REQUIRED SUBCONTRACT PROVISIONS

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

VI. DEFINITIONS

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

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

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

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

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

1. The M/WBE partner(s) shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
2. The joint venture has been approved by the Department for M/WBE participation on the particular contract.

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

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

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

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

VII. ELIGIBILITY of M/WBEs

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

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

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

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3. Joint Venture Approval: To obtain recognition as an approved joint venture between a M/WBE(s) and a non-M/WBE(s), the joint venture must provide to the DF&G Office of Civil Rights, at least 14 business days before the bid opening date, an application for joint venture participation approval, and a copy of the joint venture agreement, which shall include a detailed breakdown of the following:

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

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

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

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

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

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

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

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

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

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

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

IX. AWARD DOCUMENTATION AND PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. SANCTIONS

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

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

XII. FURTHER INFORMATION

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

END OF DOCUMENT

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SPECIAL PROVISIONS FOR RIGHT-TO-KNOW ACT REQUIREMENTS

January, 1986

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

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

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

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

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

I. Definitions

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

II. Contractor's Agreement

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

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

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

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

III. Remedial Action

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

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

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IV. Records

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

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

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

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

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

V. Affirmative Action in Negotiating with Minority Subcontractors

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

VI. Preference in Hiring

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

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

VII. Access During Construction

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

VIII. Compliance with Requirements

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

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IX. Non-Discrimination

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

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

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

XI. Compliance - Information, Reports and Sanctions

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

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

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

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

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

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

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

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

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

XII. Severability

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

XIII. Bidders' Requirements (Revised: March 1977)

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

XIV. Subcontractor's Certification

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

SPECIMEN COPY

SUBCONTRACTOR'S CERTIFICATION

_____ certifies that:
(Subcontractor)

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

_____ ; and

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

(Signature of authorized representative of subcontractor)

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

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XV. Materiality

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

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

The following percentages shall apply:

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

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COMMONWEALTH OF MASSACHUSETTS PUBLIC EMPLOYMENT LAWS

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

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

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

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

The Prevailing Wage Rate generally includes the following:

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

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

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

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

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

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

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

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

STATEMENT OF COMPLIANCE

Date: _____, 20____

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

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

(Contractor or Subcontractor)

on the _____
(Project Location and Contract Number)

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

Signature _____

Title _____

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

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

Section F. – Prevailing Wage Rates

Prevailing Wage Rates

Weekly Payroll Records Report & Statement of Compliance

Massachusetts Weekly Certified Payroll Report Form



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: Department of Fish & Game
Contract Number: **City/Town:** SCITUATE
Description of Work: Parking Lot and Site Improvements at the Jericho Road Boat Ramp in Scituate, MA
Job Location: 0 Jericho Road, Scituate, 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>	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>	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>	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 1)</i>	01/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
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

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (QUINCY)</i>	08/01/2024	\$64.50	\$11.49	\$23.59	\$0.00	\$99.58
	02/01/2025	\$65.80	\$11.49	\$23.59	\$0.00	\$100.88
	08/01/2025	\$67.95	\$11.49	\$23.59	\$0.00	\$103.03
	02/01/2026	\$69.30	\$11.49	\$23.59	\$0.00	\$104.38
	08/01/2026	\$71.50	\$11.49	\$23.59	\$0.00	\$106.58
	02/01/2027	\$72.90	\$11.49	\$23.59	\$0.00	\$107.98

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Quincy

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.25	\$11.49	\$23.59	\$0.00	\$67.33
2	60	\$38.70	\$11.49	\$23.59	\$0.00	\$73.78
3	70	\$45.15	\$11.49	\$23.59	\$0.00	\$80.23
4	80	\$51.60	\$11.49	\$23.59	\$0.00	\$86.68
5	90	\$58.05	\$11.49	\$23.59	\$0.00	\$93.13

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.90	\$11.49	\$23.59	\$0.00	\$67.98
2	60	\$39.48	\$11.49	\$23.59	\$0.00	\$74.56
3	70	\$46.06	\$11.49	\$23.59	\$0.00	\$81.14
4	80	\$52.64	\$11.49	\$23.59	\$0.00	\$87.72
5	90	\$59.22	\$11.49	\$23.59	\$0.00	\$94.30

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
<i>LABORERS - FOUNDATION AND MARINE</i>	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	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
<i>LABORERS - FOUNDATION AND MARINE</i>	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"

CAISSON & UNDERPINNING TOP MAN	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
<i>LABORERS - FOUNDATION AND MARINE</i>	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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2024	\$48.37	\$9.83	\$19.97	\$0.00	\$78.17
	03/01/2025	\$49.62	\$9.83	\$19.97	\$0.00	\$79.42
	09/01/2025	\$50.87	\$9.83	\$19.97	\$0.00	\$80.67
	03/01/2026	\$52.12	\$9.83	\$19.97	\$0.00	\$81.92
	09/01/2026	\$53.37	\$9.83	\$19.97	\$0.00	\$83.17
	03/01/2027	\$54.62	\$9.83	\$19.97	\$0.00	\$84.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
2	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
3	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
4	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
5	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
6	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
7	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77
8	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
2	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
3	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
4	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
5	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
6	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
7	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77
8	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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

All Aspects of New Wood Frame Work

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 <i>BRICKLAYERS LOCAL 3 (QUINCY)</i>	01/01/2024	\$49.33	\$13.00	\$23.57	\$1.30	\$87.20
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Quincy)

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$13.00	\$15.93	\$0.00	\$53.60
2	60	\$29.60	\$13.00	\$18.57	\$1.30	\$62.47
3	65	\$32.06	\$13.00	\$19.57	\$1.30	\$65.93
4	70	\$34.53	\$13.00	\$20.57	\$1.30	\$69.40
5	75	\$37.00	\$13.00	\$21.57	\$1.30	\$72.87
6	80	\$39.46	\$13.00	\$22.57	\$1.30	\$76.33
7	90	\$44.40	\$13.00	\$23.57	\$1.30	\$82.27

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 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$58.18	\$15.55	\$16.50	\$0.00	\$90.23
	06/01/2025	\$59.51	\$15.55	\$16.50	\$0.00	\$91.56
	12/01/2025	\$60.98	\$15.55	\$16.50	\$0.00	\$93.03
	06/01/2026	\$62.31	\$15.55	\$16.50	\$0.00	\$94.36
	12/01/2026	\$63.79	\$15.55	\$16.50	\$0.00	\$95.84

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

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 LABORERS - ZONE 2	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"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	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 LABORERS - ZONE 2	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</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 2</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: WRECKING LABORER <i>LABORERS - ZONE 2</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"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2024	\$78.11	\$10.08	\$21.66	\$0.00	\$109.85
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 1)</i>	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
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 1)</i>	08/01/2024	\$83.69	\$10.08	\$24.29	\$0.00	\$118.06
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</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 <i>ELECTRICIANS LOCAL 223</i>	09/01/2024	\$50.02	\$12.00	\$17.72	\$0.00	\$79.74
	09/01/2025	\$52.25	\$12.25	\$18.61	\$0.00	\$83.11
	09/01/2026	\$54.72	\$12.50	\$19.56	\$0.00	\$86.78

Apprentice - *ELECTRICIAN - Local 223*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.01	\$12.00	\$0.60	\$0.00	\$32.61
2	45	\$22.51	\$12.00	\$0.68	\$0.00	\$35.19
3	50	\$25.01	\$12.00	\$0.75	\$0.00	\$37.76
4	55	\$27.51	\$12.00	\$0.89	\$0.00	\$40.40
5	60	\$30.01	\$12.00	\$1.04	\$0.00	\$43.05
6	65	\$32.51	\$12.00	\$1.20	\$0.00	\$45.71
7	70	\$35.01	\$12.00	\$1.37	\$0.00	\$48.38
8	75	\$37.52	\$12.00	\$1.55	\$0.00	\$51.07

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.90	\$12.25	\$0.63	\$0.00	\$33.78
2	45	\$23.51	\$12.25	\$0.71	\$0.00	\$36.47
3	50	\$26.13	\$12.25	\$0.78	\$0.00	\$39.16
4	55	\$28.74	\$12.25	\$0.91	\$0.00	\$41.90
5	60	\$31.35	\$12.25	\$1.04	\$0.00	\$44.64
6	65	\$33.96	\$12.25	\$1.18	\$0.00	\$47.39
7	70	\$36.58	\$12.25	\$1.33	\$0.00	\$50.16
8	75	\$39.19	\$12.25	\$1.49	\$0.00	\$52.93

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

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

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

Apprentice to Journeyworker Ratio:1:1

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

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

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

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2024	\$51.78	\$15.30	\$16.40	\$0.00	\$83.48
	05/01/2025	\$53.22	\$15.30	\$16.40	\$0.00	\$84.92
	11/01/2025	\$54.51	\$15.30	\$16.40	\$0.00	\$86.21
	05/01/2026	\$55.95	\$15.30	\$16.40	\$0.00	\$87.65
	11/01/2026	\$57.24	\$15.30	\$16.40	\$0.00	\$88.94
	05/01/2027	\$58.67	\$15.30	\$16.40	\$0.00	\$90.37

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2024	\$53.37	\$15.30	\$16.40	\$0.00	\$85.07
	05/01/2025	\$54.82	\$15.30	\$16.40	\$0.00	\$86.52
	11/01/2025	\$56.12	\$15.30	\$16.40	\$0.00	\$87.82
	05/01/2026	\$57.57	\$15.30	\$16.40	\$0.00	\$89.27
	11/01/2026	\$58.87	\$15.30	\$16.40	\$0.00	\$90.57
	05/01/2027	\$60.32	\$15.30	\$16.40	\$0.00	\$92.02

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
	05/01/2025	\$26.22	\$15.30	\$16.40	\$0.00	\$57.92
	11/01/2025	\$26.98	\$15.30	\$16.40	\$0.00	\$58.68
	05/01/2026	\$27.83	\$15.30	\$16.40	\$0.00	\$59.53
	11/01/2026	\$28.59	\$15.30	\$16.40	\$0.00	\$60.29
	05/01/2027	\$29.44	\$15.30	\$16.40	\$0.00	\$61.14

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2024	\$50.02	\$12.00	\$17.72	\$0.00	\$79.74
	09/01/2025	\$52.25	\$12.25	\$18.61	\$0.00	\$83.11
	09/01/2026	\$54.72	\$12.50	\$19.56	\$0.00	\$86.78

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i>	09/01/2024	\$42.52	\$12.00	\$15.30	\$0.00	\$69.82
<i>LOCAL 223</i>	09/01/2025	\$44.41	\$12.25	\$16.09	\$0.00	\$72.75
	09/01/2026	\$46.51	\$12.50	\$16.93	\$0.00	\$75.94
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$45.96	\$15.55	\$16.50	\$0.00	\$78.01
	06/01/2025	\$47.02	\$15.55	\$16.50	\$0.00	\$79.07
	12/01/2025	\$48.19	\$15.55	\$16.50	\$0.00	\$80.24
	06/01/2026	\$49.25	\$15.55	\$16.50	\$0.00	\$81.30
	12/01/2026	\$50.43	\$15.55	\$16.50	\$0.00	\$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$27.01	\$9.65	\$17.80	\$0.00	\$54.46
	06/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	12/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	06/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
	12/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2024	\$56.23	\$8.83	\$20.27	\$0.00	\$85.33
	03/01/2025	\$57.73	\$8.83	\$20.27	\$0.00	\$86.83
	09/01/2025	\$59.23	\$8.83	\$20.27	\$0.00	\$88.33
	03/01/2026	\$60.73	\$8.83	\$20.27	\$0.00	\$89.83
	09/01/2026	\$62.23	\$8.83	\$20.27	\$0.00	\$91.33
	03/01/2027	\$63.73	\$8.83	\$20.27	\$0.00	\$92.83

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.30	\$8.83	\$1.76	\$0.00	\$35.89
2	45	\$25.30	\$8.83	\$1.76	\$0.00	\$35.89
3	55	\$30.93	\$8.83	\$3.52	\$0.00	\$43.28
4	55	\$30.93	\$8.83	\$3.52	\$0.00	\$43.28
5	70	\$39.36	\$8.83	\$16.75	\$0.00	\$64.94
6	70	\$39.36	\$8.83	\$16.75	\$0.00	\$64.94
7	80	\$44.98	\$8.83	\$18.51	\$0.00	\$72.32
8	80	\$44.98	\$8.83	\$18.51	\$0.00	\$72.32

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
2	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
3	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
4	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
5	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
6	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
7	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52
8	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$31.37	\$0.00	\$0.00	\$0.00	\$31.37
2	60	\$34.22	\$15.55	\$16.50	\$0.00	\$66.27
3	65	\$37.07	\$15.55	\$16.50	\$0.00	\$69.12
4	70	\$39.92	\$15.55	\$16.50	\$0.00	\$71.97
5	75	\$42.77	\$15.55	\$16.50	\$0.00	\$74.82
6	80	\$45.62	\$15.55	\$16.50	\$0.00	\$77.67
7	85	\$48.48	\$15.55	\$16.50	\$0.00	\$80.53
8	90	\$51.33	\$15.55	\$16.50	\$0.00	\$83.38

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$32.08	\$0.00	\$0.00	\$0.00	\$32.08
2	60	\$35.00	\$15.55	\$16.50	\$0.00	\$67.05
3	65	\$37.91	\$15.55	\$16.50	\$0.00	\$69.96
4	70	\$40.83	\$15.55	\$16.50	\$0.00	\$72.88
5	75	\$43.75	\$15.55	\$16.50	\$0.00	\$75.80
6	80	\$46.66	\$15.55	\$16.50	\$0.00	\$78.71
7	85	\$49.58	\$15.55	\$16.50	\$0.00	\$81.63
8	90	\$52.50	\$15.55	\$16.50	\$0.00	\$84.55

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2024	\$57.94	\$14.75	\$28.12	\$2.98	\$103.79
	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2024	\$50.02	\$12.00	\$17.72	\$0.00	\$79.74
	09/01/2025	\$52.25	\$12.25	\$18.61	\$0.00	\$83.11
	09/01/2026	\$54.72	\$12.50	\$19.56	\$0.00	\$86.78

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2024	\$57.94	\$14.75	\$28.12	\$2.98	\$103.79
	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING - WATER) PIPEFITTERS LOCAL 537	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2024	\$56.92	\$14.75	\$19.61	\$0.00	\$91.28
	09/01/2025	\$60.34	\$14.75	\$19.61	\$0.00	\$94.70
	09/01/2026	\$63.76	\$14.75	\$19.61	\$0.00	\$98.12

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

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.46	\$14.75	\$14.32	\$0.00	\$57.53
2	60	\$34.15	\$14.75	\$15.37	\$0.00	\$64.27
3	70	\$39.84	\$14.75	\$16.43	\$0.00	\$71.02
4	80	\$45.54	\$14.75	\$17.49	\$0.00	\$77.78

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.17	\$14.75	\$14.32	\$0.00	\$59.24
2	60	\$36.20	\$14.75	\$15.37	\$0.00	\$66.32
3	70	\$42.24	\$14.75	\$16.43	\$0.00	\$73.42
4	80	\$48.27	\$14.75	\$17.49	\$0.00	\$80.51

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	03/16/2024	\$53.97	\$8.35	\$26.70	\$0.00	\$89.02
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.38	\$8.35	\$26.70	\$0.00	\$67.43
2	70	\$37.78	\$8.35	\$26.70	\$0.00	\$72.83
3	75	\$40.48	\$8.35	\$26.70	\$0.00	\$75.53
4	80	\$43.18	\$8.35	\$26.70	\$0.00	\$78.23
5	85	\$45.87	\$8.35	\$26.70	\$0.00	\$80.92
6	90	\$48.57	\$8.35	\$26.70	\$0.00	\$83.62

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$17.70	\$0.00	\$51.27
2	70	\$27.90	\$9.65	\$17.70	\$0.00	\$55.25
3	80	\$31.89	\$9.65	\$17.70	\$0.00	\$59.24
4	90	\$35.87	\$9.65	\$17.70	\$0.00	\$63.22

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.75	\$9.65	\$17.70	\$0.00	\$52.10
2	70	\$28.88	\$9.65	\$17.70	\$0.00	\$56.23
3	80	\$33.00	\$9.65	\$17.70	\$0.00	\$60.35
4	90	\$37.13	\$9.65	\$17.70	\$0.00	\$64.48

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$17.80	\$0.00	\$51.37
2	70	\$27.90	\$9.65	\$17.80	\$0.00	\$55.35
3	80	\$31.89	\$9.65	\$17.80	\$0.00	\$59.34
4	90	\$35.87	\$9.65	\$17.80	\$0.00	\$63.32

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.75	\$9.65	\$17.80	\$0.00	\$52.20
2	70	\$28.88	\$9.65	\$17.80	\$0.00	\$56.33
3	80	\$33.00	\$9.65	\$17.80	\$0.00	\$60.45
4	90	\$37.13	\$9.65	\$17.80	\$0.00	\$64.58

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/02/2024	\$39.95	\$9.65	\$17.76	\$0.00	\$67.36
	06/02/2025	\$41.34	\$9.65	\$17.76	\$0.00	\$68.75
	12/01/2025	\$42.72	\$9.65	\$17.76	\$0.00	\$70.13
	06/01/2026	\$44.16	\$9.65	\$17.76	\$0.00	\$71.57
	12/07/2026	\$45.60	\$9.65	\$17.76	\$0.00	\$73.01
	06/07/2027	\$47.05	\$9.65	\$17.76	\$0.00	\$74.46
	12/06/2027	\$48.50	\$9.65	\$17.76	\$0.00	\$75.91
	06/05/2028	\$50.00	\$9.65	\$17.76	\$0.00	\$77.41
	12/04/2028	\$51.50	\$9.65	\$17.76	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$49.32	\$11.49	\$21.62	\$0.00	\$82.43
	02/01/2025	\$50.36	\$11.49	\$21.62	\$0.00	\$83.47
	08/01/2025	\$52.08	\$11.49	\$21.62	\$0.00	\$85.19
	02/01/2026	\$53.16	\$11.49	\$21.62	\$0.00	\$86.27
	08/01/2026	\$54.92	\$11.49	\$21.62	\$0.00	\$88.03
	02/01/2027	\$56.04	\$11.49	\$21.62	\$0.00	\$89.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.66	\$11.49	\$21.62	\$0.00	\$57.77
2	60	\$29.59	\$11.49	\$21.62	\$0.00	\$62.70
3	70	\$34.52	\$11.49	\$21.62	\$0.00	\$67.63
4	80	\$39.46	\$11.49	\$21.62	\$0.00	\$72.57
5	90	\$44.39	\$11.49	\$21.62	\$0.00	\$77.50

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$11.49	\$21.62	\$0.00	\$58.29
2	60	\$30.22	\$11.49	\$21.62	\$0.00	\$63.33
3	70	\$35.25	\$11.49	\$21.62	\$0.00	\$68.36
4	80	\$40.29	\$11.49	\$21.62	\$0.00	\$73.40
5	90	\$45.32	\$11.49	\$21.62	\$0.00	\$78.43

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2024	\$64.52	\$11.49	\$23.56	\$0.00	\$99.57
BRICKLAYERS LOCAL 3 - 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 - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

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

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/06/2025	\$45.09	\$10.08	\$21.47	\$0.00	\$76.64
	01/05/2026	\$47.42	\$10.08	\$21.47	\$0.00	\$78.97

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/06/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.80	\$10.08	\$5.50	\$0.00	\$40.38
2	65	\$29.31	\$10.08	\$6.50	\$0.00	\$45.89
3	75	\$33.82	\$10.08	\$18.97	\$0.00	\$62.87
4	85	\$38.33	\$10.08	\$19.97	\$0.00	\$68.38

Effective Date - 01/05/2026

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.08	\$10.08	\$5.50	\$0.00	\$41.66
2	65	\$30.82	\$10.08	\$6.50	\$0.00	\$47.40
3	75	\$35.57	\$10.08	\$18.97	\$0.00	\$64.62
4	85	\$40.31	\$10.08	\$19.97	\$0.00	\$70.36

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	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
<i>LABORERS - ZONE 2</i>	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2025	\$25.97	\$15.30	\$16.40	\$0.00	\$57.67
	12/01/2025	\$26.63	\$15.30	\$16.40	\$0.00	\$58.33
	06/01/2026	\$27.22	\$15.30	\$16.40	\$0.00	\$58.92
	12/01/2026	\$27.89	\$15.30	\$16.40	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/01/2024	\$31.08	\$15.30	\$16.40	\$0.00	\$62.78
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2025	\$31.80	\$15.30	\$16.40	\$0.00	\$63.50
	12/01/2025	\$32.60	\$15.30	\$16.40	\$0.00	\$64.30
	06/01/2026	\$33.32	\$15.30	\$16.40	\$0.00	\$65.02
	12/01/2026	\$34.12	\$15.30	\$16.40	\$0.00	\$65.82

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36
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Apprentice - PAINTER Local 35 - BRIDGES/TANKS

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) *	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26
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* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*

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

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.68	\$9.95	\$0.00	\$0.00	\$34.63
2	55	\$27.15	\$9.95	\$6.66	\$0.00	\$43.76
3	60	\$29.62	\$9.95	\$7.26	\$0.00	\$46.83
4	65	\$32.08	\$9.95	\$7.87	\$0.00	\$49.90
5	70	\$34.55	\$9.95	\$20.32	\$0.00	\$64.82
6	75	\$37.02	\$9.95	\$20.93	\$0.00	\$67.90
7	80	\$39.49	\$9.95	\$21.53	\$0.00	\$70.97
8	90	\$44.42	\$9.95	\$22.74	\$0.00	\$77.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Painter (Spray or Sandblast, Repaint) <i>Painters Local 35 - Zone 2</i>	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

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

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$9.95	\$0.00	\$0.00	\$33.66
2	55	\$26.08	\$9.95	\$6.66	\$0.00	\$42.69
3	60	\$28.45	\$9.95	\$7.26	\$0.00	\$45.66
4	65	\$30.82	\$9.95	\$7.87	\$0.00	\$48.64
5	70	\$33.19	\$9.95	\$20.32	\$0.00	\$63.46
6	75	\$35.57	\$9.95	\$20.93	\$0.00	\$66.45
7	80	\$37.94	\$9.95	\$21.53	\$0.00	\$69.42
8	90	\$42.68	\$9.95	\$22.74	\$0.00	\$75.37

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Painter / Taper (Brush, New) * <i>Painters Local 35 - Zone 2</i>	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Painter / Taper (Brush, Repaint) <i>Painters Local 35 - Zone 2</i>	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.01	\$9.95	\$0.00	\$0.00	\$32.96
2	55	\$25.31	\$9.95	\$6.66	\$0.00	\$41.92
3	60	\$27.61	\$9.95	\$7.26	\$0.00	\$44.82
4	65	\$29.91	\$9.95	\$7.87	\$0.00	\$47.73
5	70	\$32.21	\$9.95	\$20.32	\$0.00	\$62.48
6	75	\$34.52	\$9.95	\$20.93	\$0.00	\$65.40
7	80	\$36.82	\$9.95	\$21.53	\$0.00	\$68.30
8	90	\$41.42	\$9.95	\$22.74	\$0.00	\$74.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96

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

PANEL & PICKUP TRUCKS DRIVER 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) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
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For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.11	\$10.08	\$2.53	\$0.00	\$37.72
2	55	\$30.68	\$10.08	\$5.07	\$0.00	\$45.83
3	70	\$39.05	\$10.08	\$19.22	\$0.00	\$68.35
4	80	\$44.63	\$10.08	\$21.76	\$0.00	\$76.47

Notes:
 % Indentured BEFORE 8/1/20; 50/60/70/75/80/80/90/90
 Apprenticeship to Journeyworker Ratio: 1:5

PIPEFITTER & STEAMFITTER	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
PIPEFITTERS LOCAL 537	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38

Apprentice - PIPEFITTER - Local 537

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$26.83	\$12.70	\$9.05	\$0.00	\$48.58
2	45	\$30.19	\$12.70	\$21.80	\$0.00	\$64.69
3	60	\$40.25	\$12.70	\$21.80	\$0.00	\$74.75
4	70	\$46.96	\$12.70	\$21.80	\$0.00	\$81.46
5	80	\$53.66	\$12.70	\$21.80	\$0.00	\$88.16

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$27.55	\$12.70	\$9.05	\$0.00	\$49.30
2	45	\$31.00	\$12.70	\$21.80	\$0.00	\$65.50
3	60	\$41.33	\$12.70	\$21.80	\$0.00	\$75.83
4	70	\$48.22	\$12.70	\$21.80	\$0.00	\$82.72
5	80	\$55.10	\$12.70	\$21.80	\$0.00	\$89.60

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

PIPELAYER	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
LABORERS - ZONE 2	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2024	\$69.04	\$14.32	\$19.61	\$0.00	\$102.97
	03/02/2025	\$70.84	\$14.32	\$19.61	\$0.00	\$104.77

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.16	\$14.32	\$7.06	\$0.00	\$45.54
2	40	\$27.62	\$14.32	\$8.02	\$0.00	\$49.96
3	55	\$37.97	\$14.32	\$10.93	\$0.00	\$63.22
4	65	\$44.88	\$14.32	\$12.86	\$0.00	\$72.06
5	75	\$51.78	\$14.32	\$14.79	\$0.00	\$80.89

Effective Date - 03/02/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.79	\$14.32	\$7.06	\$0.00	\$46.17
2	40	\$28.34	\$14.32	\$8.02	\$0.00	\$50.68
3	55	\$38.96	\$14.32	\$10.93	\$0.00	\$64.21
4	65	\$46.05	\$14.32	\$12.86	\$0.00	\$73.23
5	75	\$53.13	\$14.32	\$14.79	\$0.00	\$82.24

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$76.49 tot.rate, Step5 with lic. \$85.32 tot. rate

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.86	\$9.65	\$17.70	\$0.00	\$68.21
	06/01/2025	\$42.25	\$9.65	\$17.70	\$0.00	\$69.60
	12/01/2025	\$43.63	\$9.65	\$17.70	\$0.00	\$70.98
	06/01/2026	\$45.07	\$9.65	\$17.70	\$0.00	\$72.42
	12/01/2026	\$46.51	\$9.65	\$17.70	\$0.00	\$73.86
	06/01/2027	\$47.96	\$9.65	\$17.70	\$0.00	\$75.31
	12/01/2027	\$49.41	\$9.65	\$17.70	\$0.00	\$76.76
	06/01/2028	\$50.91	\$9.65	\$17.70	\$0.00	\$78.26
	12/01/2028	\$52.41	\$9.65	\$17.70	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.86	\$9.40	\$17.55	\$0.00	\$67.81
	06/01/2025	\$42.25	\$9.40	\$17.55	\$0.00	\$69.20
	12/01/2025	\$43.63	\$9.40	\$17.55	\$0.00	\$70.58
	06/01/2026	\$45.07	\$9.40	\$17.55	\$0.00	\$72.02
	12/01/2026	\$46.51	\$9.40	\$17.55	\$0.00	\$73.46
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i>	08/01/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$45.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) ROOFERS LOCAL 33	08/01/2024	\$51.03	\$13.03	\$21.70	\$0.00	\$85.76
	02/01/2025	\$52.28	\$13.03	\$21.70	\$0.00	\$87.01
	08/01/2025	\$53.78	\$13.03	\$21.70	\$0.00	\$88.51
	02/01/2026	\$55.03	\$13.03	\$21.70	\$0.00	\$89.76

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.52	\$13.03	\$6.52	\$0.00	\$45.07
2	60	\$30.62	\$13.03	\$21.70	\$0.00	\$65.35
3	65	\$33.17	\$13.03	\$21.70	\$0.00	\$67.90
4	75	\$38.27	\$13.03	\$21.70	\$0.00	\$73.00
5	85	\$43.38	\$13.03	\$21.70	\$0.00	\$78.11

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.14	\$13.03	\$6.52	\$0.00	\$45.69
2	60	\$31.37	\$13.03	\$21.70	\$0.00	\$66.10
3	65	\$33.98	\$13.03	\$21.70	\$0.00	\$68.71
4	75	\$39.21	\$13.03	\$21.70	\$0.00	\$73.94
5	85	\$44.44	\$13.03	\$21.70	\$0.00	\$79.17

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

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	08/01/2024	\$51.28	\$13.03	\$21.70	\$0.00	\$86.01
	02/01/2025	\$52.53	\$13.03	\$21.70	\$0.00	\$87.26
	08/01/2025	\$54.03	\$13.03	\$21.70	\$0.00	\$88.76
	02/01/2026	\$55.28	\$13.03	\$21.70	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2024	\$57.94	\$14.75	\$28.12	\$2.98	\$103.79
	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$24.33	\$14.75	\$6.13	\$0.00	\$45.21
2	42	\$24.33	\$14.75	\$6.13	\$0.00	\$45.21
3	47	\$27.23	\$14.75	\$12.11	\$1.63	\$55.72
4	47	\$27.23	\$14.75	\$12.11	\$1.63	\$55.72
5	52	\$30.13	\$14.75	\$13.09	\$1.75	\$59.72
6	52	\$30.13	\$14.75	\$13.34	\$1.76	\$59.98
7	60	\$34.76	\$14.75	\$14.75	\$1.94	\$66.20
8	65	\$37.66	\$14.75	\$15.73	\$2.06	\$70.20
9	75	\$43.46	\$14.75	\$17.69	\$2.30	\$78.20
10	85	\$49.25	\$14.75	\$19.15	\$2.52	\$85.67

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
2	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
3	47	\$28.05	\$14.75	\$12.11	\$1.66	\$56.57
4	47	\$28.05	\$14.75	\$12.11	\$1.66	\$56.57
5	52	\$31.04	\$14.75	\$13.09	\$1.78	\$60.66
6	52	\$31.04	\$14.75	\$13.34	\$1.79	\$60.92
7	60	\$35.81	\$14.75	\$14.75	\$1.97	\$67.28
8	65	\$38.80	\$14.75	\$15.73	\$2.09	\$71.37
9	75	\$44.77	\$14.75	\$17.69	\$2.33	\$79.54
10	85	\$50.74	\$14.75	\$19.15	\$2.56	\$87.20

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

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>	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
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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 550 - (Section A) Zone 1</i>	10/01/2024	\$70.34	\$11.51	\$23.80	\$0.00	\$105.65
	03/01/2025	\$72.14	\$11.51	\$23.80	\$0.00	\$107.45

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.62	\$11.51	\$13.07	\$0.00	\$49.20
2	40	\$28.14	\$11.51	\$13.90	\$0.00	\$53.55
3	45	\$31.65	\$11.51	\$14.73	\$0.00	\$57.89
4	50	\$35.17	\$11.51	\$15.55	\$0.00	\$62.23
5	55	\$38.69	\$11.51	\$16.37	\$0.00	\$66.57
6	60	\$42.20	\$11.51	\$17.20	\$0.00	\$70.91
7	65	\$45.72	\$11.51	\$18.03	\$0.00	\$75.26
8	70	\$49.24	\$11.51	\$18.85	\$0.00	\$79.60
9	75	\$52.76	\$11.51	\$19.67	\$0.00	\$83.94
10	80	\$56.27	\$11.51	\$20.50	\$0.00	\$88.28

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$25.25	\$11.51	\$13.07	\$0.00	\$49.83
2	40	\$28.86	\$11.51	\$13.90	\$0.00	\$54.27
3	45	\$32.46	\$11.51	\$14.73	\$0.00	\$58.70
4	50	\$36.07	\$11.51	\$15.55	\$0.00	\$63.13
5	55	\$39.68	\$11.51	\$16.37	\$0.00	\$67.56
6	60	\$43.28	\$11.51	\$17.20	\$0.00	\$71.99
7	65	\$46.89	\$11.51	\$18.03	\$0.00	\$76.43
8	70	\$50.50	\$11.51	\$18.85	\$0.00	\$80.86
9	75	\$54.11	\$11.51	\$19.67	\$0.00	\$85.29
10	80	\$57.71	\$11.51	\$20.50	\$0.00	\$89.72

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

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2024	\$40.69	\$11.75	\$14.53	\$0.00	\$66.97
	09/01/2025	\$42.52	\$12.00	\$15.30	\$0.00	\$69.82
	09/01/2026	\$44.41	\$12.25	\$16.09	\$0.00	\$72.75
	09/01/2027	\$46.51	\$12.50	\$16.93	\$0.00	\$75.94

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2024

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

Notes: See Electrician Apprentice Wages

Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$63.44	\$11.49	\$23.59	\$0.00	\$98.52
	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
	02/01/2026	\$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

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

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:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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/PORABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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>	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 <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51	
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2024	\$69.04	\$14.32	\$19.61	\$0.00	\$102.97
	03/02/2025	\$70.84	\$14.32	\$19.61	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

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

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

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

STATEMENT OF COMPLIANCE

_____, 20_____

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

do hereby state:

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

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

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

Signature _____

Title _____

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



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

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentices 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 Apprentices Standards. No apprentices are identified above

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

Date Received by Awarding Authority
/ /

Section G. – Proposal with Bid Forms

Proposal

Board of Directors Vote

Non-Collusive Affidavit

Statement of Tax Compliance (REAP)

Certificate of Compliance with Massachusetts Employment Security Laws

Contract Form

Schedule of Participation by Minority or Women Business Enterprises

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

Minority or Women's Business Enterprise Participation

Commonwealth Terms and Conditions

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

Electronic Fund Transfer Signup Form

PROPOSAL

FOR Boating Access Facility, Parking Lot and Site Improvements Project, Jericho Boat Ramp, Scituate, MA; COMMONWEALTH OF MASSACHUSETTS, (Department of Fish and Game, Office of Fishing and Boating Access);

LOCATION

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

Boating Access Facility, Parking Lot and Site Improvements, prepared by Foth Infrastructure and Environment. LLC., dated January 2025, consisting of 6 sheets.

This Proposal includes Addendum numbered _____.

To the Party of the First Part:

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

ITEM NO.	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
101.1	1 L.S.	MISCELLANEOUS SITE WORK <hr/> Per Lump Sum		
112	1 L.S.	DEMOLITION <hr/> Per Lump Sum		
120.2	1 L.S.	EXCAVATION & BACKFILL <hr/> Per Lump Sum		
201	1 L.S.	STORMCEPTORS <hr/> Per Lump Sum		
403	5006 S.Y.	RECLAIMED BASE COURSE <hr/> Per Square Yard		
460.3	1,065 TON	CLASS I, BITUMINOUS CONCRETE PAVEMENT <hr/> Per TON		
697	1 L.S.	EROSION CONTROLS <hr/> Per Lump Sum		
751.1	1 L.S.	LOAM AND SEED <hr/> Per Lump Sum		
AMOUNT CARRIED FORWARD				

ITEM NO.	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
AMOUNT BROUGHT FORWARD				
801	1 L.S.	SITE LIGHTING <hr/> Lump Sum		
860	1 L.S.	PAVEMENT MARKINGS <hr/> Lump Sum		
905.1	10 C.Y.	CLASS "D" CEMENT CONCRETE MORTAR <hr/> Per Cubic Yard		
983.1	15 TON	NEW ARMOR STONE <hr/> Per TON		
983.2	15 S.Y.	ARMOR STONE- REMOVE & RESET <hr/> Per Square Yard		
983.3	1 L.S.	FILTER FABRIC <hr/> Lump Sum		
TOTAL BID		<hr/> (Written in words)		

The foregoing prices shall include the furnishing of all materials (except as herein otherwise specified) the performing of all the labor requisite or proper, and the providing of all the necessary machinery, tools, apparatus and other means of construction, the doing of all the above mentioned work in the manner set forth, described and shown in the specification and on the drawings for the work and in the form of the contract, and the completion thereof by **June 15, 2025**. The period of work shall begin from the day when the Contractor's copy of the contract will have been delivered.

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

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

Signed by: _____ Title: _____

Federal Employers Identification No. or
Social Security No. _____

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

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

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

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

President

Treasurer

Clerk

State here if bid is submitted by joint venture: _____

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

The proposed surety on the bond to be given is:

SAMPLE

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

_____ held on _____ at which
(Date)

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

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

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

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

officer _____ of

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

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

A true copy

ATTEST: _____
(Clerk)

Place of business _____

Date of this contract _____

I hereby certify that I am the Clerk of the _____

_____ that
(Name of Corporation)

_____ is the duly elected officer
(Name)

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

(Clerk)

Corporate Seal

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) ss.

_____ being first sworn, depose and says:

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

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

Signature of:

Bidder, if bidder is an individual

Partner, if the bidder is a corporation

Subscribed and sworn to before

me this _____ day of _____, 20____

Notary Public

Seal

My commission expires _____

REVENUE ENFORCEMENT AND PROTECTION CERTIFICATION (REAP)

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

I, _____

authorized signatory for _____

whose principal place of business is at _____

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

has complied with any and all applicable state tax laws.

Name of Corporation _____
Or Company

Title of Person signing _____

Signature _____ Date _____

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

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

Include the following information:

Name, address and telephone number of the corporation.

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

Power of Attorney Form M-2848, if applicable.

Signature of a major officer of the corporation.

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

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

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

signing on behalf of _____,
(Name and Title)

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

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

(Signature)

CONTRACT

THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF FISH AND GAME

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

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

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

Project No.: PA-416

Itemized Proposal with Special Provisions for Boating Access Facility, Parking Lot and Site Improvements, Scituate, MA

Bid Amount: \$

Construction Completion Date: June 15, 2025

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

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

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

_____ Its _____

and _____ Its _____

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

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

BY _____ Contractor

_____ Corporate Seal

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

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

PROJECT NUMBER: PA-416

PROJECTION LOCATION: Jericho Road, Scituate Harbor, Scituate, MA

DATE OF BID OPENING: _____

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

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

SIGNATURE: _____ DATE: _____ Tel. No. _____

NAME AND TITLE (PRINT): _____

MBE _____ WBE _____

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

To be submitted within seven days after the bid opening date

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

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

PROJECT NUMBER: PA-416
PROJECTION LOCATION: Jericho Road, Scituate Harbor, Scituate, MA
DATE OF BID OPENING: _____

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

TO: _____
(Name of Prime Contractor)

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

SIGNATURE: _____ DATE: _____
(M/WBE)

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

To be submitted within seven days after the bid opening date

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

PROJECT NUMBER: PA-416
 PROJECTION LOCATION: Jericho Road, Scituate Harbor, Scituate, MA
 DATE OF BID OPENING: _____

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

SIGNATURE: _____ DATE: _____
 (M/WBE)

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

To be submitted within seven days after the bid opening date



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

Line 2

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

Line 3

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

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

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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



COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE COMPTROLLER

Electronic Funds Transfer Sign Up Form

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

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

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

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

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

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

VENDOR BANK INFORMATION

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

Filling out this field is a requirement for changing account number

Vendor Bank Old Account Number: _____
Account Type: _____

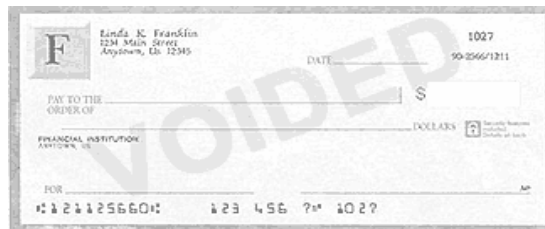
VENDOR INFORMATION

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

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

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

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



Section H. – Permits



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
and 30700 of the Town of Scituate Code of Bylaws

Provided by MassDEP:
68-3017

MassDEP File #

eDEP Transaction #

City/Town

A. General Information

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

1. From: SCITUATE
Conservation Commission

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

3. To: Applicant:

a. First Name _____ b. Last Name _____
Town of Scituate
c. Organization _____
600 Chief Justice Cushing Hwy
d. Mailing Address _____
Scituate MA 02066
e. City/Town _____ f. State _____ g. Zip Code _____

4. Property Owner (if different from applicant):

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

5. Project Location:

Jericho Road Scituate Harbor Public Scituate
Access Facility b. City/Town _____
48 5-57-A
c. Assessors Map/Plat Number _____ d. Parcel/Lot Number _____
Latitude and Longitude, if known: 42d12m5s 70d43m33s
d. Latitude _____ e. Longitude _____

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





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
and 30700 of the Town of Scituate Code of Bylaws

Provided by MassDEP:
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A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

PLYMOUTH

a. County

45660

c. Book

b. Certificate Number (if registered land)

211

d. Page

7. Dates:

a. Date Notice of Intent Filed

9/7/2022

b. Date Public Hearing Closed

10/21/2022

c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

a. Plan Title

b. Prepared By

7/28/2022

d. Final Revision Date

c. Signed and Stamped by

1" = 20'

e. Scale

f. Additional Plan or Document Title

g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of 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 (the Act). Check all that apply:

- a. Public Water Supply
- b. Land Containing Shellfish
- c. Prevention of Pollution
- d. Private Water Supply
- e. Fisheries
- f. Protection of Wildlife Habitat
- g. Groundwater Supply
- h. Storm Damage Prevention
- i. Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

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



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
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 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
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 eDEP Transaction # _____
 City/Town _____

B. Findings (cont.)

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 the 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 Act's interests, 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 310 CMR 10.02(1)(a) _____ a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	_____ a. linear feet	_____ b. linear feet	_____ c. linear feet	_____ d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	_____ a. square feet _____ e. c/y dredged	_____ b. square feet _____ f. c/y dredged	_____ c. square feet	_____ d. square feet
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 type="checkbox"/> Riverfront Area	_____ a. total sq. feet	_____ b. total sq. feet		
Sq ft within 100 ft	_____ c. square feet	_____ d. square feet	_____ e. square feet	_____ f. square feet
Sq ft between 100-200 ft	_____ g. square feet	_____ h. square feet	_____ i. square feet	_____ j. square feet



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
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Provided by MassDEP:

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B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

	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> a. square feet	<u> </u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> 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> a. square feet	<u> </u> b. square feet	<u> </u> c. nourishment cu yd	<u> </u> d. nourishment cu yd
14. <input type="checkbox"/> Coastal Dunes	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. nourishment cu yd	<u> </u> d. nourishment cu yd
15. <input checked="" type="checkbox"/> Coastal Banks	<u>28</u> a. linear feet	<u>28</u> b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	<u> </u> a. square feet	<u> </u> b. square feet		
17. <input type="checkbox"/> Salt Marshes	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	<u> </u> a. square feet	<u> </u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> 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> a. c/y dredged	<u> </u> b. c/y dredged		
21. <input checked="" type="checkbox"/> Land Subject to Coastal Storm Flowage	<u>47,230</u> a. square feet	<u>47,230</u> b. square feet		
22. <input type="checkbox"/> Riverfront Area	<u> </u> a. total sq. feet	<u> </u> b. total sq. feet		
Sq ft within 100 ft	<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u> </u> g. square feet	<u> </u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and 30700 of the Town of Scituate Code of Bylaws

B. Findings (cont.)

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

23. Restoration/Enhancement *:

a. square feet of BWV

b. square feet of salt marsh

24. Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 10/21/2025 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

WPA Form 5 – Order of Conditions

**Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and 30700 of the Town of Scituate Code of Bylaws**

Provided by MassDEP:

68-3017

MassDEP File #

eDEP Transaction #

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act

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 68-3017 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
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.



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

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**Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

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.
19. The work associated with this Order (the "Project")
- (1) is subject to the Massachusetts Stormwater Standards
- (2) is NOT subject to the Massachusetts Stormwater Standards

If the work is subject to the 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 Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 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;



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and 30700 of the Town of Scituate Code of Bylaws

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

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 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 18(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 Pollution 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 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(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.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

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

Special Conditions (if you need more space for additional conditions, please attach a text document):

SEE ATTACHED

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and 30700 of the Town of Scituate Code of Bylaws

D. Findings Under Municipal Wetlands Bylaw or Ordinance

- 1. Is a municipal wetlands bylaw or ordinance applicable? Yes No
- 2. The SCITUATE Conservation Commission hereby finds (check one that applies):

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

1. Municipal Ordinance or Bylaw

2. Citation

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

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

Town of Scituate Code of Bylaws

30700

1. Municipal Ordinance or Bylaw

2. Citation

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

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

SEE ATTACHED PAGES 1-4



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
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E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

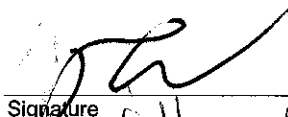
Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

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.

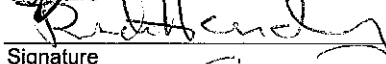
10/21/2022
~~10/10/2022~~
1. Date of Issuance

2. Number of Signers


Signature

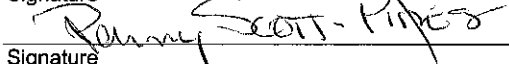
Frank Snow

Printed Name


Signature

Richard Harding

Printed Name


Signature

Penny Scott-Pipes

Printed Name

Signature


Jen Foley

Printed Name

Signature

Doug Aaberg

Printed Name


Signature

Andrew Gallagher

Printed Name


Signature

Brendan Collins

Printed Name

Signature

Printed Name

by hand delivery on

by certified mail, return receipt requested, on

Date

~~10/10/2022~~ 10/21/2022
Date



Massachusetts Department of Environmental Protection
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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.



Massachusetts Department of Environmental Protection
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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
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City/Town

G. Recording Information

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

SCITUATE

Conservation Commission

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

To:

SCITUATE

Conservation Commission

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

Jericho Road Scituate Harbor Public
Access Facility

68-3017

MassDEP File Number

Has been recorded at the Registry of Deeds of:

PLYMOUTH

County

Book

Page

for: Town of Scituate
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:

10/21/2022

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

This Order of Conditions expires 3 years from the date of issuance. If your project is not complete at that time, you should request an Extension in writing together with a check for \$100.00. If your project is complete and any plantings have 2 growing seasons behind them, then you should request a Certificate of Compliance.

REQUIRED NOTIFICATION PROCEDURES

- #1. This Order is to be reviewed at an on-site meeting, scheduled by the applicant, attended by his supervising professionals and the Conservation Commission or its Agent. This meeting must be held prior to implementation and construction of the project. The purpose of this meeting is to avoid any conflict in interpretation of these orders and to make any needed field adjustments required by on-site conditions.
- #2. Prior to the start of work at the site, or within three (3) weeks of the date of issue of the Final Order, whichever comes first, the Order of Conditions shall be recorded at the Registry of Deeds as noted in the standard condition on WPA Form 5. Failure to comply with this condition shall be deemed cause to revoke this Order of Conditions. If this Order of Conditions is **NOT** recorded at the Registry of Deeds within **60 days** it will be considered expired.
- #3. The Commission shall be notified in writing seven (7) days in advance of the start of construction under this Order.
- #4. Prior to the start of work, the applicant shall inform the Commission in writing of the name(s), address(es), business and home phone number(s) of both the project supervisor(s) who will be responsible for assuring on site compliance with this Order, and/or his/her alternates.
- #5. A sequence of Construction shall be submitted to and approved by the Commission prior to the start of work, in order that appropriate monitoring of the project may take place.
- #6. Failure to post a sign as required in WPA Form 5 will result in the issuance of a stop-work order by the Commission. The sign shall conform to the Town of Scituate's Sign By-Law, may not be attached to any living tree, and shall be placed so that it is clearly visible from a public right of way.

ADMINISTRATIVE ORDERS

- #7. This Order of Conditions indicates compliance with Chapter 131 s40 of the General Laws of the Commonwealth of Massachusetts (the Wetlands Protection Act) and Section 30700 of the Town of Scituate Code of Bylaws (the Town of Scituate Wetlands Protection Bylaw) and shall not be interpreted as indicating the Commission's approval of any filing under Chapter 14 s470 of the Town of Scituate Code of Bylaws (the Town of Scituate Floodplain and Watershed Protection District Bylaw) or any other Bylaw or State or Federal Statute.
- #8. When ownership, title, or control of this property transfers from one party to another, the owner(s) shall inform the successor(s) in control or interest of the existence of this Order of Conditions. Once aware of the Order the successor(s) shall notify the Commission of the transfer of ownership and/or control, stating that she/he/they have received, read and understood the Order. Notification to the Scituate Conservation Commission shall be given within ninety (90) days of the date of transfer. This condition shall survive the issuance of a Certificate of Compliance and shall run with the Title to the property.
- #9. Where the Department of Environmental Protection is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be party to all agency proceedings and hearings before the Department.
- #10. With respect to all conditions the Conservation Commission designates the Conservation Agent as its administrative agent with full powers to act on its behalf in administering and enforcing this Order.

- #11. A Conservation Commissioner or the Commission's Agent shall have the right to halt all work on the site if the Commissioner or Agent determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the Commission is satisfied that the work will comply with the Order of Conditions, and has so notified the applicant in writing.
- #12. Failure to comply with all conditions herein and with all related statutes and other regulatory measures shall be deemed cause to modify or revoke this Order.
- #13. This Order conditions the work described in the Notice of Intent and the plans referenced herein. No work outside the scope of these plans is authorized. Any and all additional work or changes within an area subject to the jurisdiction of the Commission and not shown on the approved plans requires a submittal to the Commission for approval. If the Commission deems it necessary, it reserves the right to require either a request for an Amended Order of Conditions or a new Notice of Intent. 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.
- #14. Any field changes found to be necessary, including compliance with directives of the Building Inspector or Board of Health, shall be considered as changes and shall require the approval of the Commission.
- #15. If any unforeseen problem(s) occurs during construction, which affects any of the statutory interests of the Wetlands Protection Act, upon discovery, the applicant/developer shall contact the Conservation Commission, or its Agent, and/or the Conservation Commission or its Agent may upon discovery stop work at once and an immediate meeting shall be held. Work shall not recommence until authorized in writing by the Commission.
- #16. The Commission reserves the right to call job meetings with the Applicant or his/her successor(s) in assign or control when necessary to relate concerns regarding work performed under this Order.
- #17. This document shall be included in all construction specifications dealing with the work proposed and shall supersede other contract requirements.
- #18. During the construction for this project, an on-site foreman, directing engineer, or a designated construction manager shall have a copy of this Order and the plans referenced herein at the site, shall familiarize him/herself with the conditions of this permit, and shall adhere to said conditions. The excavating subcontractor shall also have a copy of this Order at the site, shall familiarize himself/herself with the conditions of this permit, and shall adhere to said conditions.
- #19. The areas of construction shall remain in a stable condition at the close of each construction day. Erosion controls should be inspected at this time, and maintained or reinforced if necessary.
- #20. There shall be no unauthorized stockpiling of soil or other materials within one hundred (100) feet of any resource area. Any soil stockpiled shall be ringed with staked haybales and siltation fencing or stabilized in a manner acceptable to the Commission.

RESOURCE PROTECTION/CONSTRUCTION EQUIPMENT

- #21. All construction equipment shall be stored in such a manner so as to not introduce any pollutants into any wetlands, and in no event shall there be any spillage of fuel, oil or other pollutants into any resource area.
- #22. Floats that are to be removed from the river for the winter season shall be stored and secured out of all wetland resource areas and secured in such a way as to prevent flotation and loss from the upland property. A description of the method of securing the floats while stored on the upland shall be provided to the Conservation Commission prior to issuance of a full Certificate of Compliance. This condition shall survive the issuance of a Certificate of Compliance and shall run with the Title to the property.

SPECIAL CONDITIONS

- #23.** These orders and conditions herein rely on the project design prepared by the applicant's engineers, architect, or other professionals. If during or after construction the approved designs prove to be inadequate for whatever reason, the Commission may require the redesign and/or reconstruction of any element of the project.
- #24.** These steps shall be taken before any work begins:
1. Record Order of Conditions at the Registry of Deeds
 2. Return proof of recording to the Conservation office
 3. Submit a letter with contractors name, address and telephone number; pictures of the site with the required erosion controls properly installed as shown on the approved plan; and a photo of the DEP File Number sign properly displayed, 72 hours prior to the commencement of any construction activities and/or site alterations.
 4. Any changes to the approved project and/or approved site plan must be approved by the Conservation Commission and/or the Conservation Agent. Significant changes to the approved site plan may require a new filing with the Conservation Commission.
 5. Any required special conditions by NHESP will be part of the Order of Conditions.
- #25.** No work shall begin until the Conservation Commission receives correspondence from the Harbormaster approving the project.
- #26.** Property owner must comply with all Army Corp of Engineer, DEP, and Chapter 91 requirements. This condition shall survive the issuance of a Certificate of Compliance and shall run with the Title to the property.
- #27.** No vehicles or heavy construction equipment with tracks or tires shall be used on the salt marsh or intertidal zone. Construction equipment must be carried by hand. No construction equipment or building materials shall be stored in the resource area. A spill kit must be kept onsite during all construction activities: no fuel, hydraulic or lubricating fluids shall enter the environment from equipment.
- #28.** No storage of floats or ramp during off season in the resource area (salt marsh and/or coastal dune, or beach). This condition shall survive the issuance of a Certificate of Compliance and shall run with the Title to the property.
- #29.** No parking or storage of vehicles or equipment on the coastal dune, barrier beach, inner riparian zone.

POST CONSTRUCTION

- #29.** There shall be no refueling and no storage or use of cleaning chemicals or petroleum products on the dock or pier. There shall be no storage of fuel or other pollutants on the pier, floats, or within 100 feet of any wetland resource areas. This condition shall survive the issuance of a Certificate of Compliance and shall run with the Title to the property.
- #30.** The float shall not be stored on or dragged across the marsh or intertidal area. The float must be removed from the water at a boat launch ramp or marina facility for winter or off-season storage. Floats that are to be removed from the river for the winter season shall be stored and secured out of all wetland resource areas and secured in such a way as to prevent flotation and loss from the upland property. A description of the method of securing the floats while stored on the upland shall be provided to the Conservation Commission prior to issuance of a full Certificate of Compliance. This condition shall survive the issuance of a Certificate of Compliance and shall run with the Title to the property.

CERTIFICATION

- #31. After the project is completed or substantially completely and before a Certificate of Compliance is issued, a typed statement and an as-built, including all grading, shall be provided to the Commission. The statement shall enumerate: 1) what work has been completed in conformance with the approved plans, and this Order; 2) what work has been completed in non-conformance with the approved plans and this Order; and 3) what work is still to be done. This statement shall refer to the appropriate Order of Condition number(s). It shall be on the letterhead of and be signed and stamped by a Registered Professional Engineer or other appropriate professional. It shall include the date and time the inspection was made. This request shall be accompanied by a certified copy of the Order as recorded at the Registry of Deeds with the appropriate recording information.
- #32. **All the above conditions must be met for the Commission to issue approval in the form of a Certificate of Compliance as is required in General Conditions.**

CONTINUING CONDITIONS

- #33. Conditions no. 8, 22, 26, 28, 29, 30 and 33 shall survive the issuance of a Certificate of Compliance for the project**



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

DEP File Number:

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP

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

A. Request Information

1. Location of Project

_____	_____
a. Street Address	b. City/Town, Zip
_____	_____
c. Check number	d. Fee amount

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

Name

Mailing Address

_____	_____	_____
City/Town	State	Zip Code
_____	_____	
Phone Number	Fax Number (if applicable)	

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

Name

Mailing Address

_____	_____	_____
City/Town	State	Zip Code
_____	_____	
Phone Number	Fax Number (if applicable)	

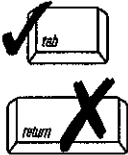
4. DEP File Number:

B. Instructions

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

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

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





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

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

DEP File Number:

Provided by DEP

B. Instructions (cont.)

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

Department of Environmental Protection
Box 4062
Boston, MA 02211

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

Section I. – Contract Plans

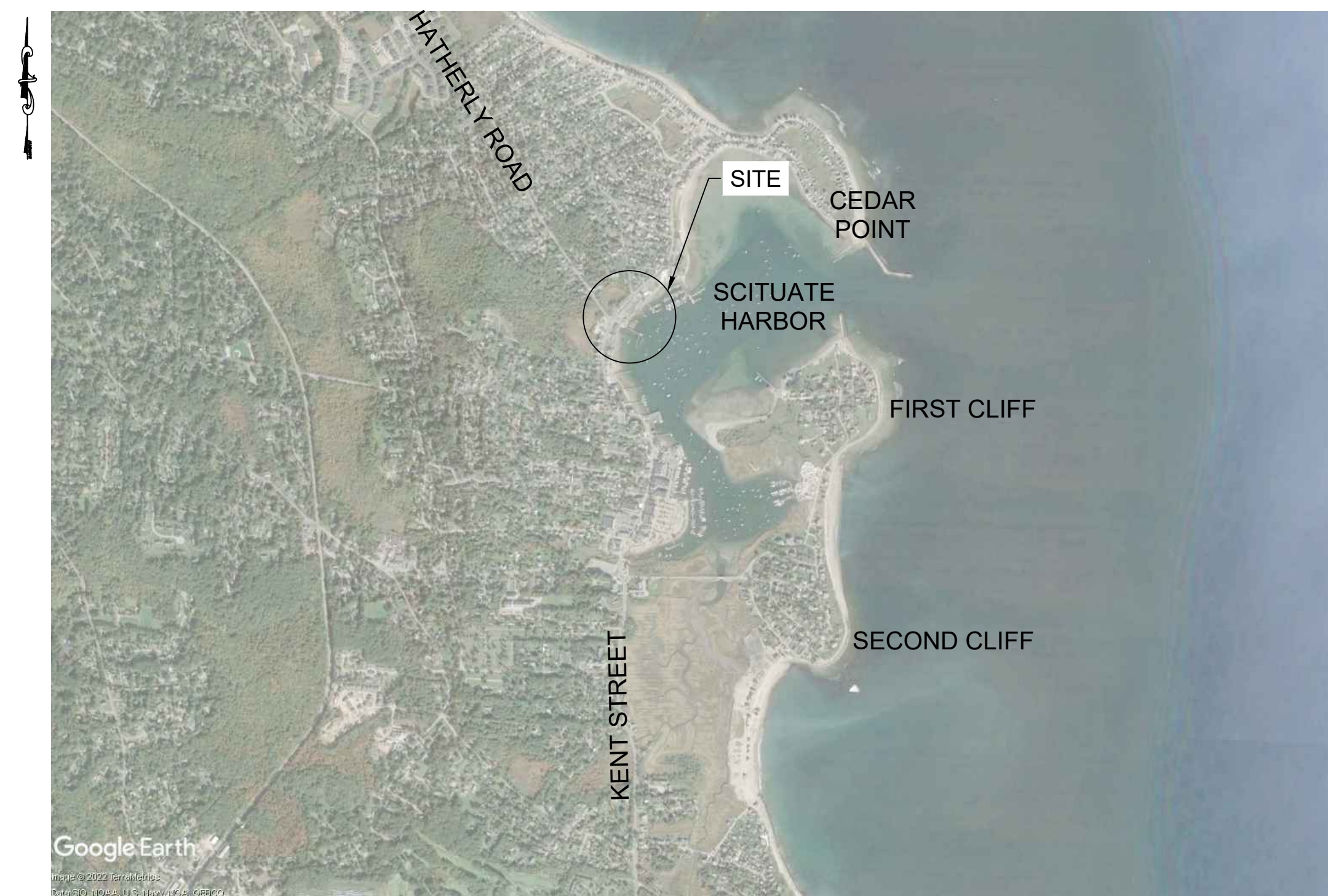
BOATING ACCESS FACILITY PARKING LOT & SITE IMPROVEMENTS

JERICHO ROAD BOAT RAMP, SCITUATE, MA JANUARY 2025

Prepared for:
Office of Fishing & Boating Access




Prepared by:
Foth Infrastructure & Environment, LLC



LOCATION MAP

DRAWING INDEX

SHEET NUMBER	TITLE
G-001	COVER SHEET
G-002	NOTES
C-101	SITE PLAN
C-301	SECTIONS & DETAILS
E-101	ELECTRICAL SITE PLAN
E-301	ELECTRICAL DETAILS

SEAL AND SIGNATURE 	SHEET TITLE COVER SHEET
	SHEET NUMBER G-001

DESIGN CRITERIA:

- 1. STRUCTURAL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE MASSACHUSETTS BUILDING CODE, NINTH EDITION. WORK SHALL COMPLY WITH FEDERAL, STATE, AND LOCAL PERMIT CONDITIONS.
- 2. STEEL
 - a. BOLTED CONNECTIONS ASTM F3125 GR A325
SNUG TIGHT U.N.O.

GENERAL CONDITIONS:

- 1. NO GUARANTEE TO THE ACCURACY OF THE REFERENCE DOCUMENTS IS PROVIDED HEREIN AND THE CONTRACTOR SHALL RELY ON HIS OWN FIELD VERIFICATION FOR ITEMS SO REQUIRED.
- 2. SECTIONS, DETAILS, NOTES, DIMENSIONS AND CONDITIONS ARE APPLICABLE AT ANY OTHER LOCATION WHERE CONDITIONS AND DETAIL ARE SIMILAR BUT ARE NOT SPECIFICALLY NOTED AS SUCH OR ARE NOT SHOWN.
- 3. THE FACILITY WILL BE CLOSED DURING CONSTRUCTION AND/OR WHILE ON-SITE EQUIPMENT IS BEING OPERATED.
- 4. THE CONTRACTOR PRIOR TO CONSTRUCTION AND FABRICATION OF CONSTRUCTION MATERIALS SHALL VERIFY EXISTING CONDITIONS AND DIMENSIONS.
- 5. IF, DURING THE PERFORMANCE OF THE WORK, THE CONTRACTOR FINDS A CONFLICT, ERROR, OR DISCREPANCY IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPORT TO THE ENGINEER OF RECORD IN WRITING AT ONCE. BEFORE PROCEEDING WITH THE WORK AFFECTED THEREBY, THE CONTRACTOR SHALL OBTAIN A WRITTEN INTERPRETATION OR CLARIFICATION FROM THE ENGINEER OF RECORD. WORK DONE BEFORE THE ENGINEER OF RECORD RENDERS HIS DECISION IS AT THE CONTRACTOR'S SOLE RISK.
- 6. THE WORK SHALL BE PERFORMED IN A GENERAL SEQUENCE DEVELOPED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW, IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND FOR THE SEQUENCES AND PROCEDURES TO BE USED.
- 7. THE CONTRACTOR SHALL FURNISH AND COORDINATE PLANT, LABOR, SUPERVISION, MATERIALS, EQUIPMENT AND APPLIANCES FOR DEMOLITION AND/OR CONSTRUCTION WORK IN CONNECTION WITH THE DEMOLITION AND/OR CONSTRUCTION OF THE WATERFRONT FACILITIES.
- 8. THE OWNER HAS SECURED CERTAIN PERMITS REQUIRED BY THE FEDERAL, AND STATE AUTHORITIES FOR THE PROPOSED ACTIVITIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM THE WORK IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PERMITS. THE CONTRACTOR SHALL POST COPIES OF THE PERMITS AT THE SITE THROUGHOUT THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN PERMITS ASSOCIATED WITH THE LEGAL DISPOSAL OF CONSTRUCTION DEBRIS. THE CONTRACTOR SHALL SECURE REQUIRED LOCAL AUTHORIZATIONS AND PERMITS.
- 9. SPECIAL INSPECTION REQUIREMENTS PER LOCAL AND/OR STATE BUILDING CODES SHALL BE FULFILLED AND SHALL BE COORDINATED BY THE OWNER. THE CONTRACTOR SHALL INFORM THE OWNER OF THE PROGRESS OF WORK AND PROVIDE ADEQUATE NOTICE AS TO WHEN SPECIAL INSPECTIONS ARE TO OCCUR SUCH AS TO NOT DELAY THE SCHEDULE.
- 10. THE CONTRACTOR SHALL FURNISH MATERIALS FOR INSTALLATION IN THE COMPLETED WORK AS SPECIFIED HEREINAFTER. THE CONTRACTOR SHALL HANDLE THESE MATERIALS AS THEY ARE DELIVERED TO THE SITE OR OFF-SITE WORK AREAS AND SHALL STORE THEM IN A DESIGNATED STORAGE AREA.
- 11. THE CONTRACTOR WILL INDEMNIFY AND SAVE HARMLESS THE OWNER AND ENGINEER OF RECORD FROM AND AGAINST ALL LOSSES AND ALL CLAIMS, DEMANDS, PAYMENTS, SUITS, ACTIONS, RECOVERIES, AND JUDGMENTS OF EVERY NATURE AND DESCRIPTION BROUGHT OR RECOVERED AGAINST THE OWNER AND ENGINEER OF RECORD BY REASON OF ANY ACT OR OMISSION OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR TO THE CONTRACTOR, OR OF ANY PERSON DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR OR ANY SUCH SUBCONTRACTOR, IN THE PERFORMANCE OF ANY WORK FOR, OR THE RENDERING OF ANY SERVICES TO, THE OWNER.
- 12. THE CONTRACTOR AGREES THAT, AT ITS OWN COST AND EXPENSE, IT SHALL PROCURE AND CONTINUE IN FORCE; INSURANCE COVERAGE AS REQUIRED BY THE OWNER. SUCH INSURANCE SHALL BE WRITTEN BY A COMPANY OR COMPANIES AUTHORIZED TO ENGAGE IN THE BUSINESS OF GENERAL LIABILITY INSURANCE IN THE STATE IN WHICH THE DEMISED PREMISES ARE LOCATED, AND THERE SHALL BE DELIVERED TO THE OWNER WITH THE BID CUSTOMARY CERTIFICATES EVIDENCING SUCH PAID-UP INSURANCE, WHICH CERTIFICATES ARE TO BE ISSUED BY THE INSURANCE COMPANIES. GOOD AND RESPONSIBLE COMPANIES, REASONABLY ACCEPTABLE TO THE OWNER, SHALL WRITE SUCH INSURANCE.
- 13. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY OF LOCATIONS, DIMENSIONS, AND LEVELS AND NO PLA AS TO INSTRUCTIONS OR ORDER RECEIVED FROM OTHER SOURCES OTHER THAN INFORMATION CONTAINED ON CONTRACT DRAWINGS, SPECIFICATIONS OR IN WRITTEN ORDERS OF THE OWNER OR ENGINEER OF RECORD SHALL JUSTIFY DEPARTURE FROM THE DIMENSIONS AND ELEVATIONS REQUIRED BY THE CONTRACT DRAWINGS.
- 14. THE CONTRACTOR SHALL TAKE HIS OWN MEASUREMENTS AT THE SITE, VERIFYING THE SAME WITH THE CONTRACT DRAWINGS AND EXISTING FACILITIES, AND WILL BE HELD RESPONSIBLE FOR THE PROPER FIT AND ALIGNMENT OF COMPLETED WORK IN POSITION.
- 15. THE CONTRACTOR SHALL GUARANTEE TO THE OWNER MATERIALS AND WORKMANSHIP AGAINST ORIGINAL DEFECTS, OR AGAINST INJURY FROM PROPER AND USUAL WEAR WHEN USED FOR THE PURPOSE INTENDED, FOR TWELVE (12) MONTHS AFTER DATE OF FINAL PAYMENT CERTIFICATIONS AND SHALL MAINTAIN ITEMS IN PERFECT CONDITION DURING THE PERIOD OF GUARANTEE. DEFECTS APPEARING DURING THE PERIOD OF GUARANTEE SHALL BE MADE GOOD BY THE CONTRACTOR AT HIS EXPENSE UPON DEMAND OF THE OWNER, IT BEING REQUIRED THAT WORK SHALL BE IN PERFECT CONDITION WHEN THE PERIOD OF GUARANTEE SHALL HAVE ELAPSED. IN THE EVENT OF DEFAULT BY THE CONTRACTOR, THE COMPANY SHALL HAVE THE RIGHT TO MAKE GOOD DEFECTS AND BILL THE CONTRACTOR COST PLUS 15% FOR ADMINISTRATION FEES.
- 16. AT THE CONTRACTOR'S EXPENSE, THE CONTRACTOR'S WORKING AREAS SHALL BE CLEANED BY HIM ON A DAY-TO-DAY BASIS, WITH RUBBISH REMOVED FROM THE SITE AND WORK AREAS CLEANED AT THE END OF EACH DAY. AT FINAL COMPLETION OF WORK THE CONTRACTOR SHALL LEAVE THE ENTIRE PREMISES, WITHIN THE SITE OF HIS OPERATIONS, CLEAN AND FREE FROM THE RUBBISH RESULTING FROM HIS CONSTRUCTION OPERATIONS.
- 17. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AND MAINTAIN UTILITIES HE DEEMS NECESSARY TO AFFECT THE WORK.
- 18. THE CONTRACTOR SHALL PROVIDE FIELD ENGINEERING SERVICES REQUIRED FOR PROPER COMPLETION OF THE WORK INCLUDING, BUT NOT NECESSARILY LIMITED TO: ESTABLISHING AND MAINTAINING LINES AND LEVELS; STRUCTURAL DESIGN OF SHORES, FORMS, AND SIMILAR ITEMS PROVIDED BY THE CONTRACTOR AS PART OF HIS MEANS AND METHODS OF CONSTRUCTION.
- 19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT HIS EXPENSE REQUIRED FIRE PROTECTION SYSTEMS AND DEVICES AS NECESSARY TO SAFELY PERFORM THE WORK IN ACCORD WITH THE APPLICABLE REGULATIONS. IT SHALL BE OPERATIONAL THROUGHOUT THE PERIOD OF CONSTRUCTION.
- 20. THE OWNER SHALL HAVE THE RIGHT TO WITHHOLD WITHOUT PENALTY PAYMENT DESCRIBED ABOVE, OR SECTIONS REFERENCED HEREIN, FOR COMPLETED WORK SHOULD THE CONTRACTOR FAIL TO MEET OBLIGATIONS OR REQUIREMENTS OF THE CONTRACT. WITHHELD PAYMENT SHALL BE PROMPTLY MADE UPON THE CONTRACTOR'S FULL COMPLIANCE WITH THE CONTRACT.
- 21. COMPLY WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS FOR PROTECTION OF THE ENVIRONMENT DURING THE WORK. ENSURE THAT PERSONNEL ARE PROPERLY TRAINED AND THAT SUFFICIENT EQUIPMENT AND MATERIALS ARE READILY AVAILABLE FOR USE IF REQUIRED. ABIDE BY STATE AND FEDERAL SPILL REPORTING REQUIREMENTS.
- 22. THE OWNER RESERVES THE RIGHT TO CHARGE THE CONTRACTOR FOR ADDITIONAL ENGINEERING SERVICES IF REQUIRED DUE TO THE CONTRACTOR'S ACTIONS OR INACTIONS.
- 23. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE SAFETY OF HIS OPERATIONS. THE CONTRACTOR SHALL TAKE REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY, OR LOSS TO PERSONS EMPLOYED BY THE CONTRACTOR IN PERFORMANCE OF THE WORK, AND PERSONS NEARBY THAT MAY BE AFFECTED BY THE CONTRACTOR'S OPERATIONS OR THE WORK, INCLUDING EQUIPMENT AND MATERIALS WHICH WILL BE INCORPORATED IN THE WORK, AND OTHER PROPERTIES AND STRUCTURES AT THE SITE, OR ON ADJACENT PROPERTIES.
- 24. OBSTRUCTIONS ARE DEFINED AS UNFORESEEN OBJECTS, WHICH IMPEDE PROGRESS. OBJECTS WHICH ARE MADE KNOWN TO THE CONTRACTOR, WILL NOT BE CONSIDERED TO BE OBSTRUCTIONS. NOTIFY THE ENGINEER OF RECORD IMMEDIATELY UPON ENCOUNTERING OBSTRUCTIONS. NO CONSIDERATION WILL BE GIVEN FOR ADDITIONAL COMPENSATION ON THIS ACCOUNT WITHOUT THIS TIMELY NOTIFICATION.
- 25. SUBSTITUTIONS MAY BE FURNISHED FOR MATERIALS SPECIFIED HEREIN PROVIDED THE CONTRACTOR SECURES ACCEPTANCE FROM THE ENGINEER OF RECORD.

DEMOLITION:

- 1. SELECTIVE DEMOLITION AND DISPOSAL SHALL BE PERFORMED IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL PERMIT AND BUILDING CODE REQUIREMENTS.
- 2. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF THE EXISTING BITUMINOUS ASPHALT PAVEMENT, CATCH BASINS, ELECTRICAL SYSTEMS, AND MISCELLANEOUS ITEMS WITHIN THE WORK AREA AND CLEAR AND GRUB EXISTING GRASS AREAS AND VEGETATION, AND OTHER ITEMS AS INDICATED ON THE DRAWINGS.
- 3. SELECTIVE DEMOLITION INCLUDES BUT IS NOT LIMITED TO THE REMOVAL AND REUSE (WHERE POSSIBLE) OF EXISTING MATERIALS, UTILITIES, AND OTHER COMPONENTS ESSENTIAL FOR A COMPLETE PROJECT.
- 4. THE CONTRACTOR SHALL TAKE REASONABLE CARE IN REMOVING ELEMENTS SELECTED TO BE DEMOLISHED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. DAMAGE OR DESTRUCTION BY THE CONTRACTOR TO EXISTING ELEMENTS DESIGNATED TO REMAIN SHALL BE REPAIRED OR REPLACED IN-KIND AT THE DISCRETION OF THE OWNER AT NO ADDITIONAL COST.
- 5. ITEMS TO BE REMOVED AND REUSED SHALL BE PLACED IN A STAGING AREA ACCESSIBLE FOR INSPECTION BY THE OWNER.
- 6. PRIOR TO THE COMMENCEMENT OF SELECTIVE DEMOLITION, THE CONTRACTOR SHALL SUBMIT A DISPOSAL PLAN FOR ITEMS TO BE DEMOLISHED. DEMOLITION MATERIAL DESIGNATED BY THE OWNER TO BE REMOVED FROM THE SITE SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE DEBRIS DISPOSAL PLAN SHALL ACKNOWLEDGE THIS OWNERSHIP AND SHALL IDENTIFY THE MEANS AND METHODS AND FINAL DISPOSITION FOR DISPOSAL MATERIALS.
- 7. ANY BITUMINOUS ASPHALT TO BE REMOVED SHALL BE SAW-CUT IN A NEAT STRAIGHT LINE.
- 8. PRIOR TO COMMENCEMENT OF DEMOLITION, THE CONTRACTOR SHALL CLEARLY MARK THE LIMITS OF THE DEMOLITION FOR REVIEW AND APPROVAL BY THE OWNER.
- 9. COMPLETELY REMOVE ITEMS DESIGNATED LEAVING SURFACES CLEAN, SOUND, AND READY TO RECEIVE NEW MATERIALS AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- 10. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING THE COURSE OF DEMOLITION.
- 11. THE CONTRACTOR SHALL SUBMIT A DISPOSAL CERTIFICATE TO THE OWNER'S REPRESENTATIVE CERTIFYING LEGAL AND PROPER DISPOSAL.

TEMPORARY WORK:

- 1. LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO PERFORM THE WORK THAT, UPON COMPLETION, ARE NOT A PART OF THE WORK, SHALL BE FURNISHED, INSTALLED, AND SUBSEQUENTLY REMOVED FROM THE SITE BY THE CONTRACTOR.
- 2. TEMPORARY WORK SHALL BE SUBJECT TO THE REQUIREMENTS OF THE STATE AND APPLICABLE LOCAL BUILDING CODES.
- 3. THE CONTRACTOR SHALL SAFERGUARD AND PROTECT EXCAVATIONS.
- 4. DURING EXECUTION OF THE WORK, THE CONTRACTOR IS REQUIRED TO INSTALL AND MAINTAIN REQUIRED SEDIMENTATION AND EROSION CONTROL MEASURES TO PROTECT ADJACENT WATERWAYS, STREETS, AND PROPERTIES. MEASURES INCLUDE BUT ARE NOT LIMITED TO TEMPORARY BERMS, HAY BALES, SILT FENCES, CONTAINMENT BOOMS, AND TURBIDITY CURTAINS. IN ACCORDANCE WITH STATE REGULATORY AUTHORIZATIONS, THE CONTRACTOR SHALL FURNISH, INSTALL, MAINTAIN TEMPORARY TURBIDITY CURTAINS DURING CONSTRUCTION. TEMPORARY MATERIALS AND EQUIPMENT SHALL CONFORM TO REQUIREMENTS FOR TEMPORARY WORK.

EXCAVATION AND BACKFILL:

- 1. STRUCTURAL FILL SHALL CONSIST OF BROKEN OR CRUSHED STONE, BANK OR CRUSHED GRAVEL, OR MIXTURES THEREOF. BROKEN OR CRUSHED STONE SHALL CONSIST OF WELL-GRADED, SOUND, TOUGH, DURABLE STONE. BANK OR CRUSHED GRAVEL SHALL CONSIST OF WELL-GRADED, SOUND, TOUGH, DURABLE PARTICLES OF CRUSHED OR UNCRUSHED GRAVEL FREE FROM SOFT, THIN, ELONGATED OR LAMINATED PIECES AND ORGANIC OR OTHER DELETERIOUS SUBSTANCES. STRUCTURAL FILL SHALL WELL GRADED WITH 100% MASS PASSING THE 90 mm (3.5") SQUARE MESH SIEVE. SUBMIT AN INDEPENDENT GRADATION ANALYSIS AND MODIFIED PROCTOR TEST FOR ENGINEER OF RECORD'S REVIEW. INCLUDE A REPRESENTATIVE SAMPLE OF THE FILL MATERIAL WITH THE SUBMITTAL.
- 2. THE CONTRACTOR SHALL EXCAVATE UNSUITABLE MATERIALS, BACKFILL, COMPACT AND GRADE THE SITE TO THE ELEVATIONS AND LIMITS SHOWN AND AS NEEDED TO MEET THE REQUIREMENTS OF THE CONSTRUCTION.
- 3. STRUCTURAL FILL SHALL BE PLACED IN LAYERS NOT MORE THAN 8" IN LOOSE DEPTH. DO NOT PLACE FILL MATERIAL ON SURFACES THAT ARE MUDDY, FROZEN OR CONTAINING FROST AND/OR ICE. PLACE FILL MATERIALS EVENLY ADJACENT TO STRUCTURES, TO REQUIRED ELEVATIONS. TAKE CARE TO PREVENT WEDGING ACTION OF BACKFILL AGAINST STRUCTURES BY CARRYING THE MATERIAL UNIFORMLY AROUND THE STRUCTURE TO APPROXIMATELY THE SAME ELEVATION IN EACH LIFT.
- 4. CONTROL STRUCTURAL FILL COMPACTION DURING CONSTRUCTION TO PROVIDE THE MINIMUM PERCENTAGE OF DENSITY SPECIFIED FOR EACH AREA AS DETERMINED ACCORDING TO ASTM D1557. STRUCTURAL FILL AREAS SHALL NOT FALL BELOW 95% OF ITS DENSITY AT OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE ABOVE TEST.
- 5. GRADE THE AREAS ADJACENT TO BUILDINGS TO ACHIEVE DRAINAGE AWAY FROM THE STRUCTURES, AND TO PREVENT PONDING.

EROSION CONTROLS - LINEAR PERIMETER:

- 1. SITE WORK SHALL NOT BE PERFORMED UNTIL SEDIMENT AND EROSION CONTROL DEVICES ARE INSTALLED AND WRITTEN APPROVAL IS SECURED FROM THE TOWN OF SCITUATE PLANNING AND ZONING COMMISSION.
- 2. EROSION AND SEDIMENTATION CONTROL DEVICES AND PROVISIONS SHALL BE MAINTAINED IN OPERATIONAL CONDITION BY THE CONTRACTOR AND SHALL BE REMOVED AND LEGALLY DISPOSED AT THE COMPLETION OF THE PROJECT.
- 3. STAKED STRAW WATTLE SHALL CONSIST OF FIRM, NEW BALES OF SALT HAY OR SMALL GRAIN STRAW, JUTE TIED, WITH AN AVERAGE DRY WEIGHT OF 10 TO 40 POUNDS PER BALE AND SHALL BE PLACED AS DIRECTED BY THE ENGINEER.
- 4. FABRIC FENCE MATERIAL SHALL BE SUPPLIED IN ROLLS WITH APPROVED STAKING ATTACHMENTS FROM AN APPROVED SUPPLIER AND SHALL BE PLACED AS DIRECTED BY THE ENGINEER.
- 5. ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE INSPECTED WEEKLY DURING THE CONSTRUCTION PERIOD.
- 6. STOCKPILING OF MATERIALS WITHIN THE FLOOD HAZARD ZONE IS PROHIBITED.
- 7. WORKING OR PLACING MATERIAL ON EXISTING WETLAND VEGETATION IS PROHIBITED.
- 8. VEGETATION PROTECTION FENCE SHALL BE SAFETY ORANGE FABRIC FENCE WITH TEMPORARY SUPPORT POSTS. POSTS MAY BE SUPPORTED ON THE LEDGE ROCK BY MEANS OF SANDBAGS OR OTHER ACCEPTABLE METHOD. THE FENCE IS TO REMAIN IN PLACE AT ALL TIMES WHILE CONSTRUCTION IS UNDERTAKEN. HOWEVER, AS THE FENCED AREA IS SUBJECT TO TIDAL INUNDATION AND WAVE ACTION, THE SYSTEM SHALL BE REMOVED WHEN THE WAVE AND TIDE CONDITIONS COULD CAUSE DAMAGE TO THE FENCING.

FILTER FABRIC:

- 1. GEOTEXTILE FABRIC SHALL BE MIRAFI 600X GEOTEXTILE FABRIC OR AN EQUIVALENT ACCEPTED BY THE ENGINEER OF RECORD.
- 2. INSTALL GEOTEXTILE FABRIC IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. MAINTAIN MINIMUM 12-INCH LAP AT ADJACENT SECTIONS. THE FABRIC SHALL BE OVERLAPPED AT LEAST 3 FEET.
- 3. PROVIDE ADEQUATE SLACK IN FABRIC DURING INSTALLATION BY PROVIDING CONTINUOUS 12 INCH FOLDS AT 15 FOOT CENTERS PARALLEL TO THE SHORELINE.
- 4. INSTALL GEOTEXTILE FABRIC WITH JOINTS STAGGERED AT LEAST 6 FEET APART.
- 5. PROPERLY ANCHOR FABRIC TO PREVENT SLIDING OR TEARING DURING INSTALLATION OF OVERBURDEN MATERIAL.

ELASTOMERIC GROUT:

- 1. ELASTOMERIC GROUT SHALL BE FIVE STAR, SIKA, OR WR MEADOWS ELASTOMERIC GROUT, OR EQUIVALENT, CONFORMING TO ASTM C827 HANDLED/INSTALLED ACCORDING TO MANUFACTURER SPECIFICATIONS.

CLASS I, BITUMINOUS CONCRETE PAVEMENT:

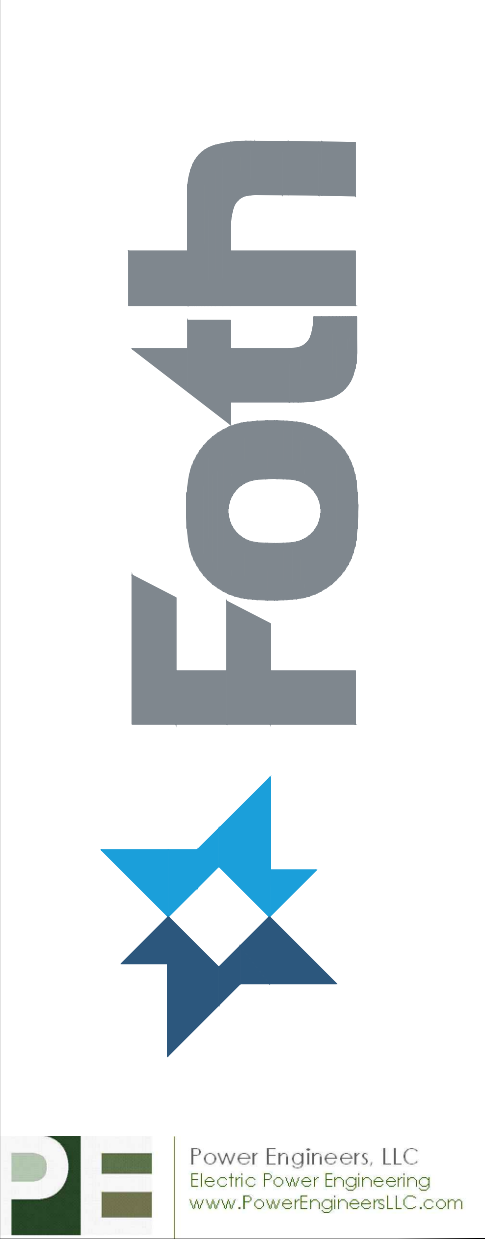
- 1. BITUMINOUS CONCRETE PAVING SHALL CONFORM TO THE REQUIREMENTS OF THE STATE OF MASSACHUSETTS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROADS, BRIDGES, LATEST EDITION, AND ITS AMENDMENTS.

CLASS "D" CEMENT CONCRETE MORTAR:

- 1. MASONRY WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE MASONRY SOCIETY "BUILDING CODE REQUIREMENTS AND SPECIFICATIONS FOR MASONRY STRUCTURES", TMS 402/602-22.
- 2. MINIMUM COMPRESSIVE STRENGTH FOR CONCRETE MASONRY, $f_m = 1800$ PSI.
- 3. ALL MORTAR FOR CONCRETE MASONRY WALLS SHALL BE TYPE S AND SHALL BE PROPORTIONED AND MIXED IN ACCORDANCE WITH ASTM C270.
- 4. MASONRY MORTAR SHALL CONTAIN 4% TO 6% (+1%) ENTRAINED AIR.
- 5. MASONRY CONSTRUCTION REPAIR SHALL BE PERFORMED ON SURFACES AFFECTED BY TIDAL ACTION. THE CONTRACTOR SHALL SUBMIT A MORTAR MIX CAPABLE OF WITHSTANDING THE EFFECTS OF THE TIDAL ACTION, WHICH MAY INCLUDE THE ADDITION OF ANTI-WASHOUT ADMIXTURES.

MISCELLANEOUS PIER FLOAT, AND GANGWAY REPAIRS:

- 1. ALUMINUM PIER,GANGWAY TRANSITION PLATES AND ALL INCIDENTAL PARTS INCLUDING FASTENERS, AND CONNECTIONS SHALL BE MANUFACTURED BY RAVEN MARINE, STRUCTURE MAINE, OR SAFE HARBOR MARINE, OR EQUAL APPROVED BY THE ENGINEER OF RECORD.
- 2. GALVANIZED STEEL PILE HOOPS (TO BE REPLACED IN-KIND TO EXISTING PILE HOOPS AT THE SITE) AND ALL INCIDENTAL PARTS INCLUDING FASTENERS, AND CONNECTIONS SHALL BE MANUFACTURED BY RAVEN MARINE, STRUCTURE MAINE, OR SAFE HARBOR MARINE, OR EQUAL APPROVED BY THE ENGINEER OF RECORD.



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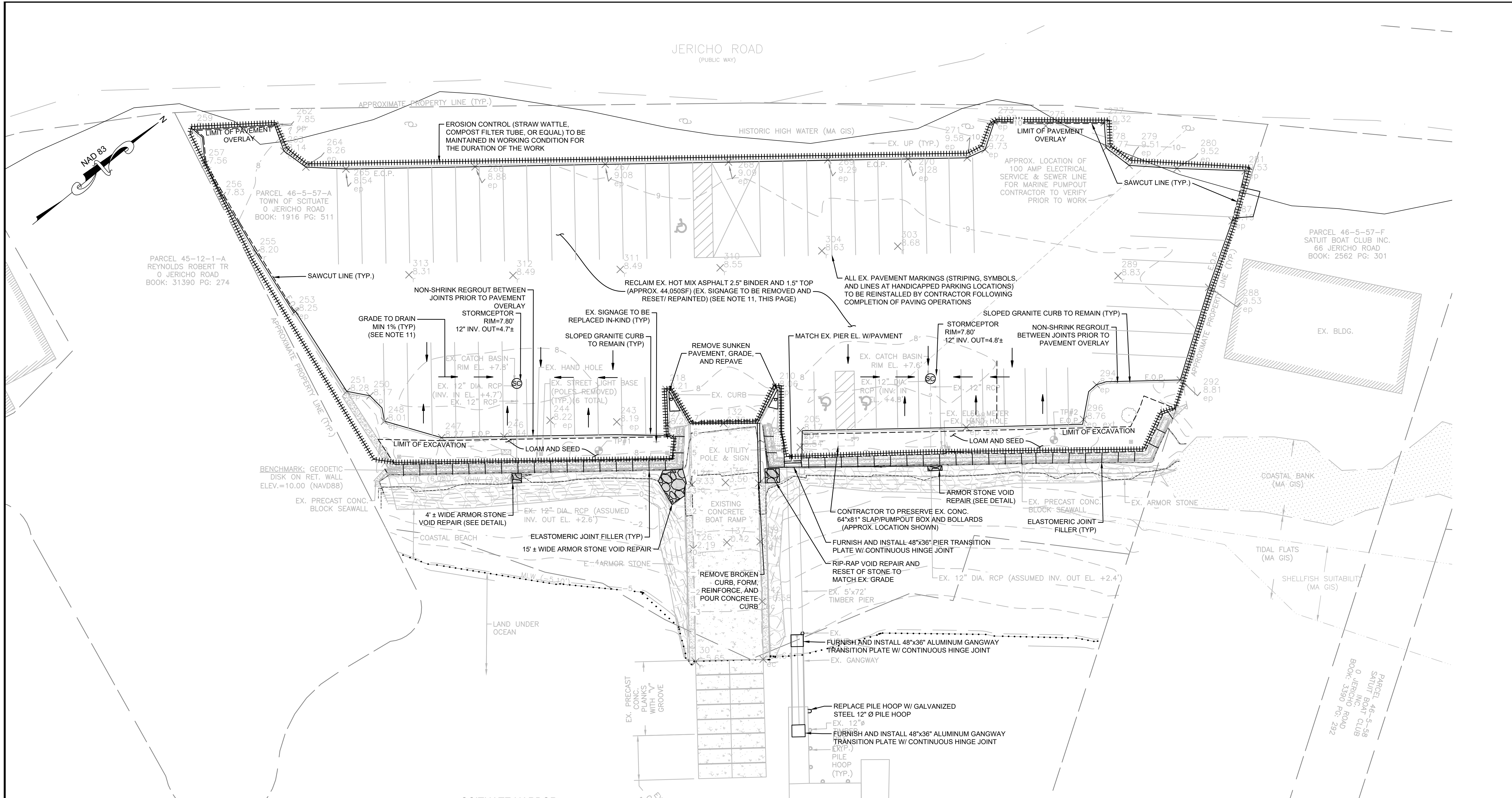
NO.	REVISIONS DESCRIPTION	DATE	BY				

DATE OF PREPARATION		
	BY	DATE
SURVEYED	AS NOTED	AS NOTED
DRAWN	BPF/JJT	12/24
DESIGNED	JMP/DC	12/24
CHECKED	JMP/DC	12/24

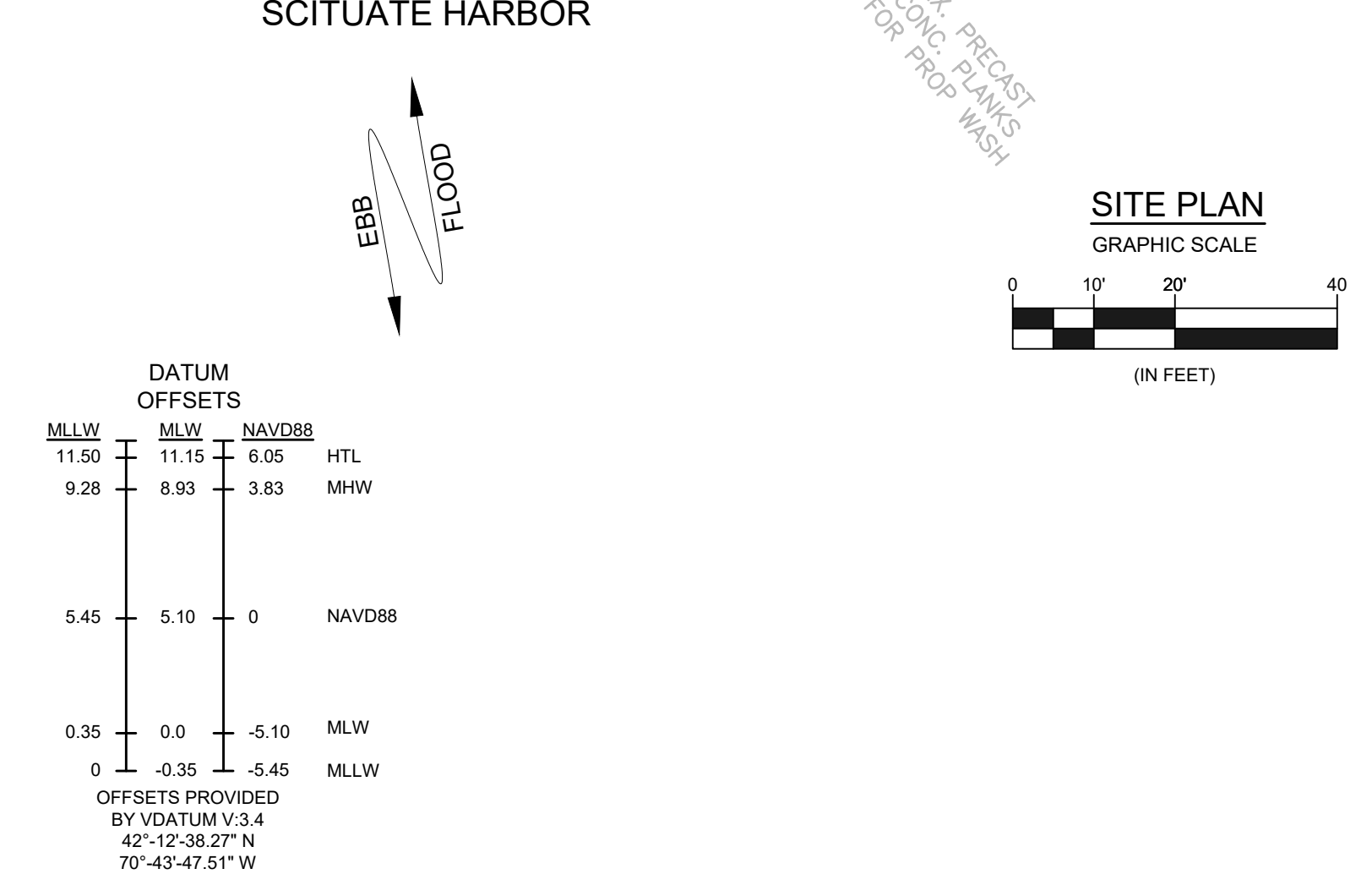
SHEET TITLE:
NOTES



ISSUANCE:
ISSUED FOR CONSTRUCTION
 PROJECT NO: 18C004
 SHEET NUMBER
G-002



- GENERAL NOTES:**
- RESULTS OF TOPOGRAPHIC SURVEY BY FOTH INFRASTRUCTURE & ENVIRONMENT, LLC (FOTH) ON OCTOBER 11, 2018.
 - PROPOSED REPAIR AREAS SHOWN ARE BASED ON SITE INSPECTION PERFORMED BY CARLOS G. PENA, P.E. (FOTH) ON FEBRUARY 10, 2022.
 - PROJECT BENCHMARK IS NOS DISK 5138A 1990 A DISK SET IN TOP OF A CONCRETE SEAWALL, ELEVATION 4.708 METERS (15.45') MLLW. (15.10' MLW), (10.00' NAVD88)
 - VERTICAL DATUM IS NAVD88 WHERE MHW=3.83' HTL=6.05' VERTICAL DATUM CONVERSIONS WERE PERFORMED USING NOAA'S VDATUM SOFTWARE.
 - PROPERTY LINES, HISTORIC HIGH TIDE LINE, DEP WETLANDS, SHELLFISH SUITABILITY AREAS, AND FEMA FLOOD ZONES ARE TAKEN FROM MOST RECENT AVAILABLE DATA FROM MA GIS DATABASE.
 - FEMA FLOOD MAP 25023C0128L EFFECTIVE 7/6/2021.
 - THE ENTIRE PROJECT SITE IS LOCATED WITHIN LAND SUBJECT TO COASTAL STORM FLOWAGE.
 - THE EXISTING CONCRETE BLOCK SEAWALL, RIPRAP, AND BOAT RAMP WERE CONSTRUCTED PURSUANT TO THE MASSACHUSETTS D.P.W. CONTRACT NO. 50 AND ARE MAINTAINED UNDER DEP LICENSE PLAN NO. 3541. THE EXISTING PILE SUPPORTED PIER, GANGWAY, AND PILE HEAD FLOATS ARE MAINTAINED UNDER DEP LICENSE PLAN NO. 3541.
 - INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES SHOWN, AND CAN ONLY BE CONSIDERED AS INDICATING THE CONDITIONS AT THAT TIME. INTERPOLATED INFORMATION FROM BETWEEN POINTS IS NOT GUARANTEED DIFFERING CONDITIONS MAY EXIST BETWEEN THE POINTS.
 - THE CONTRACTOR IS STRICTLY PROHIBITED FROM ALLOWING CONSTRUCTION MATERIALS TO ENTER THE WATERS OF SCITUATE HARBOR. THE CONTRACTOR SHALL PERFORM THE WORK USING CONSTRUCTION MEANS AND METHODS TO ENSURE THAT WORK AREAS ARE CONTAINED WHILE MATERIAL IS BEING PLACED AND PROTECTED FOR A DURATION TO ALLOW PROPER CURING PRIOR TO INUNDATION BY THE ADJACENT TIDAL WATERS.
 - GRADES AND DRAINAGE SHALL SLOPE ON A CONTINUOUS PLANE OF PAVEMENT TO WATERWAYS PITCHED A MINIMUM 1.00% EACH WAY TO EACH PROPOSED STORMCEPTOR INLET. PROPOSED FINISH GRADES SHALL BE LAID OUT AND STAKED IN FIELD BY CONTRACTOR. BOTH THE PROPOSED FINISH GRADES AND THE PAVEMENT SUBBASE PREPARATION SHALL BE APPROVED BY THE ENGINEER PRIOR TO COMMENCING ANY PAVING WORK.
 - POSSESSION AND USE OF THE MATERIAL CONTAINED ON THESE DRAWINGS IS GRANTED ONLY IN CONNECTION WITH ITS USE AS IT RELATES TO THE TITLED PROJECT, ANY OTHER USE, REPRODUCTION OR DISCLOSURE OF THE INFORMATION CONTAINED HEREON IS EXPRESSLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF FOTH.
- © COPYRIGHT 2024, FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

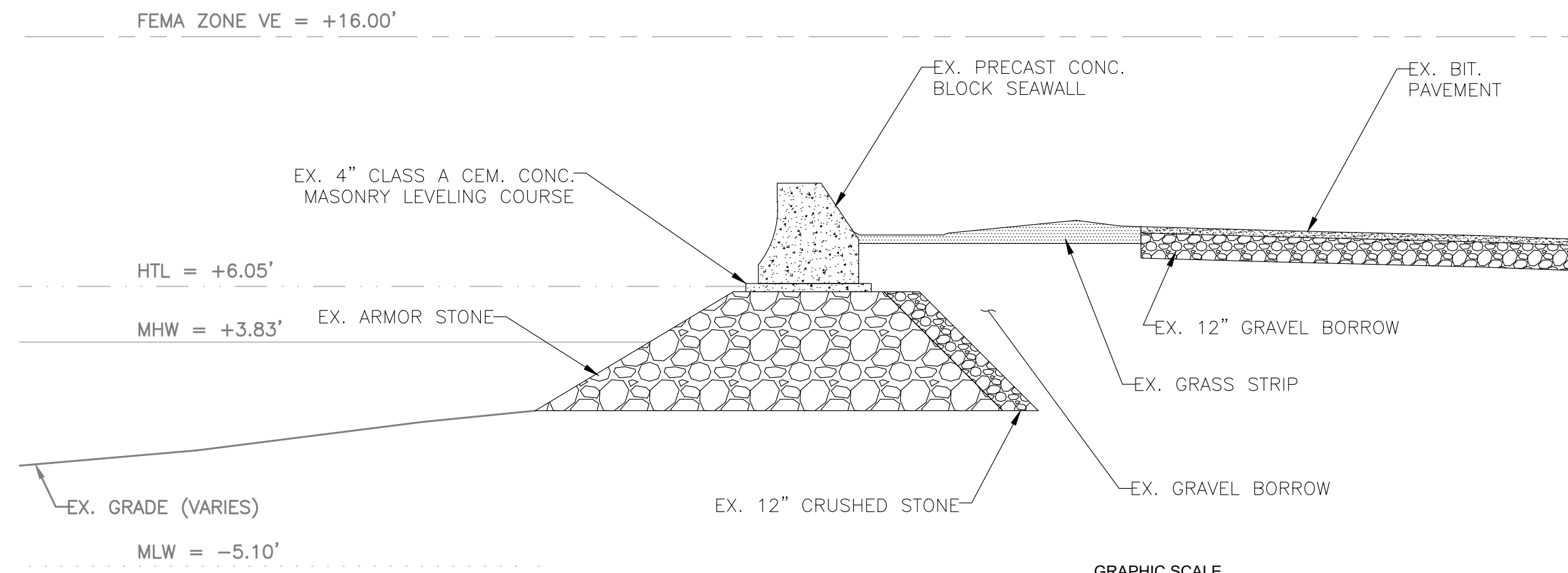


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NO.	DESCRIPTION

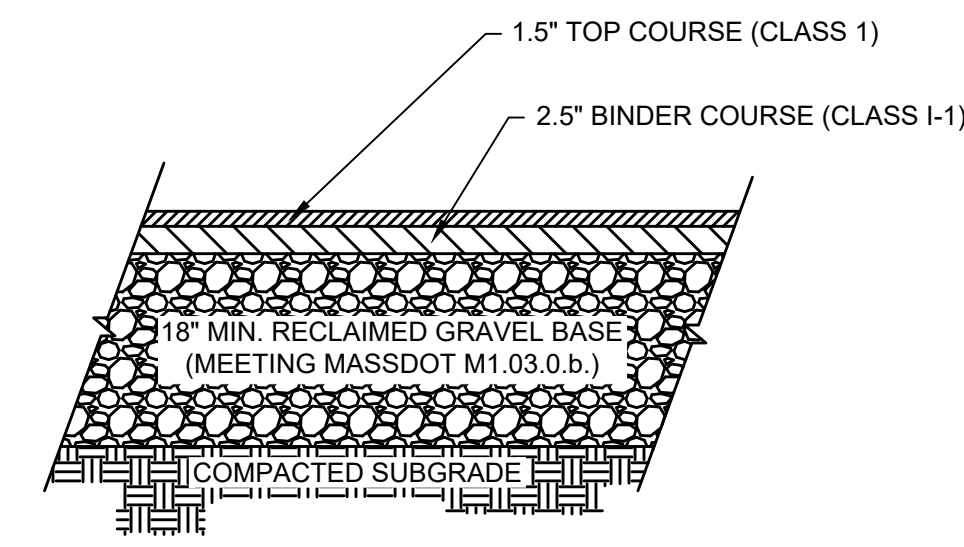
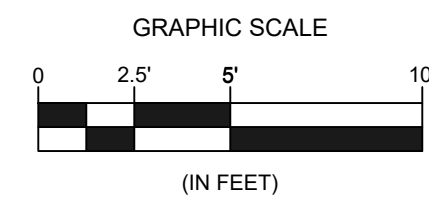
DATE OF PREPARATION		
BY	DATE	AS NOTED

SHEET TITLE:		
SITE PLAN		

ISSUANCE:		
ISSUED FOR CONSTRUCTION		
PROJECT NO:	18C004	
SHEET NUMBER:	C-101	



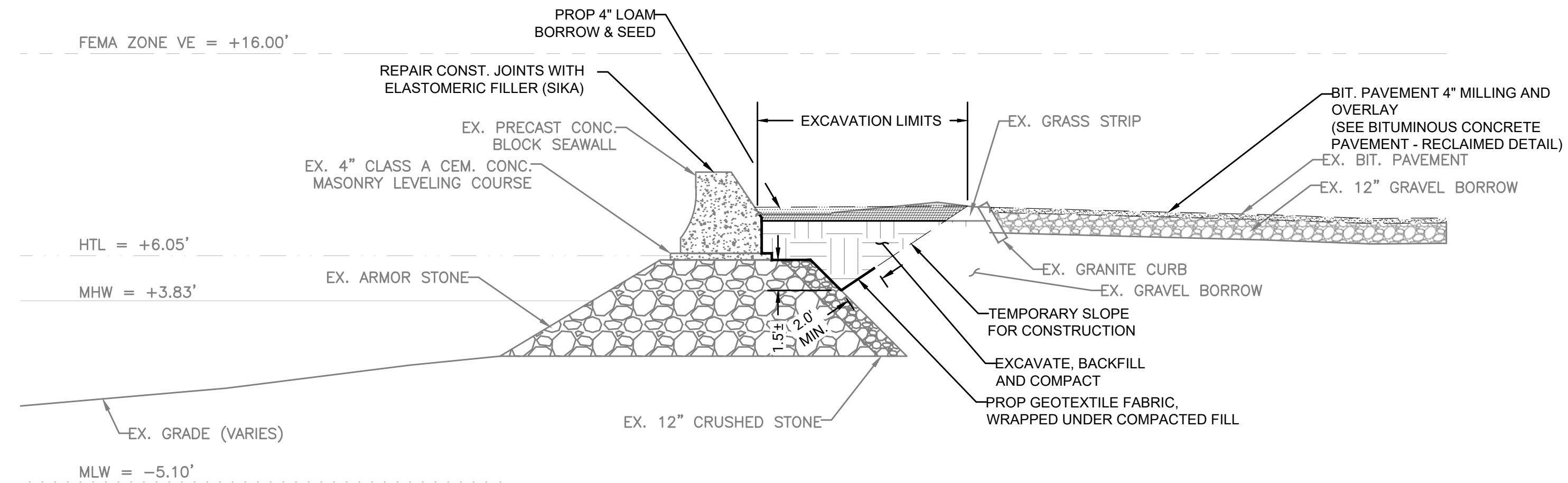
EXISTING TYPICAL SECTION



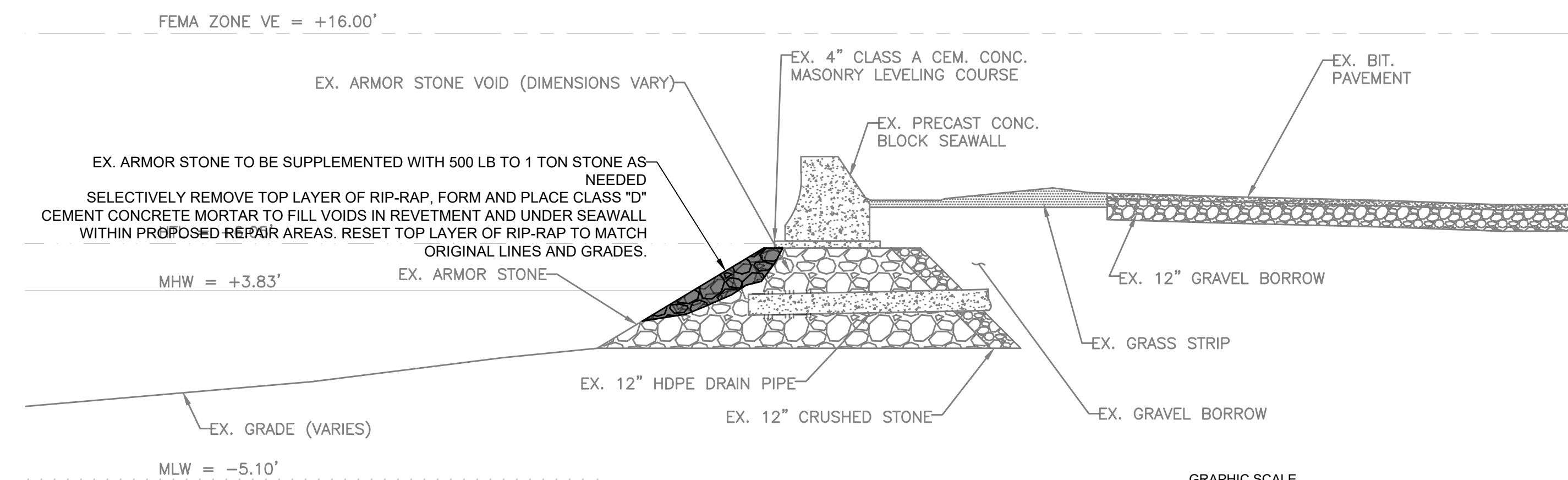
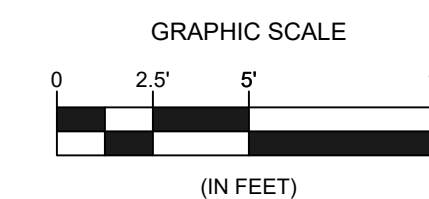
BITUMINOUS CONCRETE PAVEMENT - RECLAIMED

NOT TO SCALE

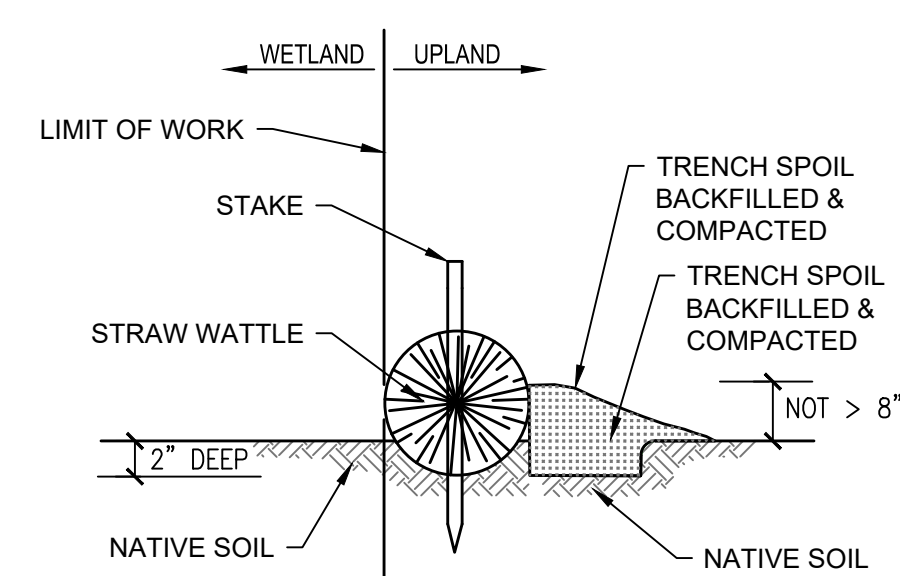
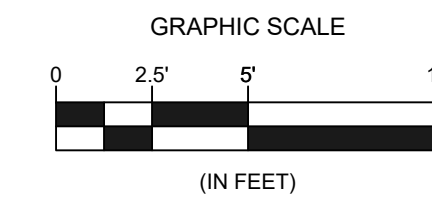
- NOTES:
 1. TACK COAT - PROVIDE EMULSIFIED ASPHALT WHICH CONFORMS TO THE REQUIREMENTS OF THE STATE SPECIFICATIONS, DILUTED WITH ONE PART WATER TO ONE PART ASPHALT FOLLOWING AASHTO M140/ASTM D997, OR AASHTO M208/ASTM D2397, SS-1H, CSS-1, OR CSS-1H.



TYPICAL REPAIR SECTION

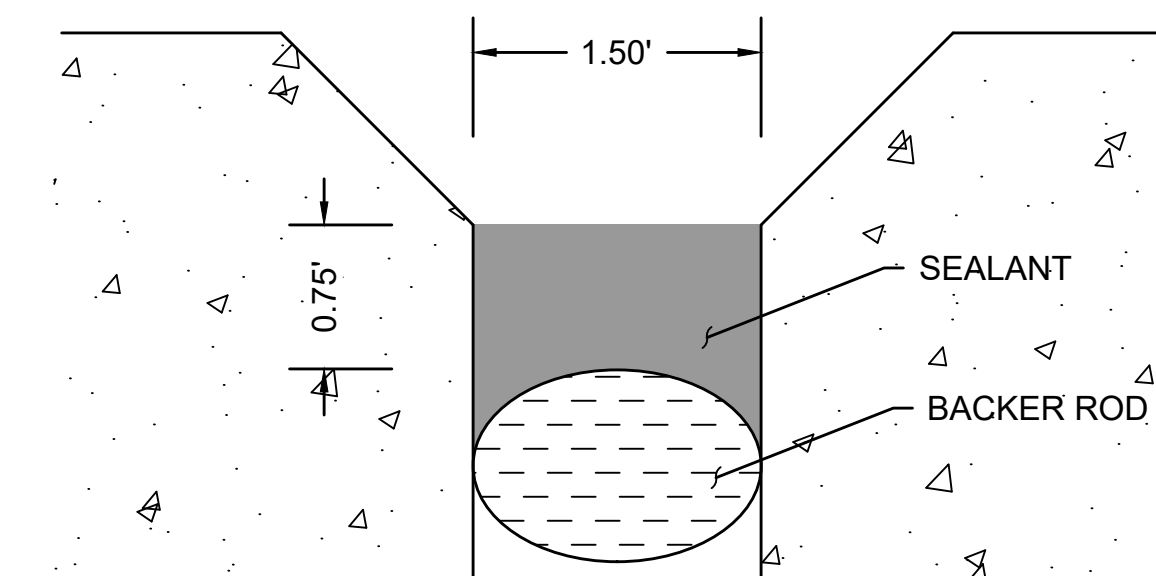


TYPICAL ARMOR STONE VOID REPAIR SECTION

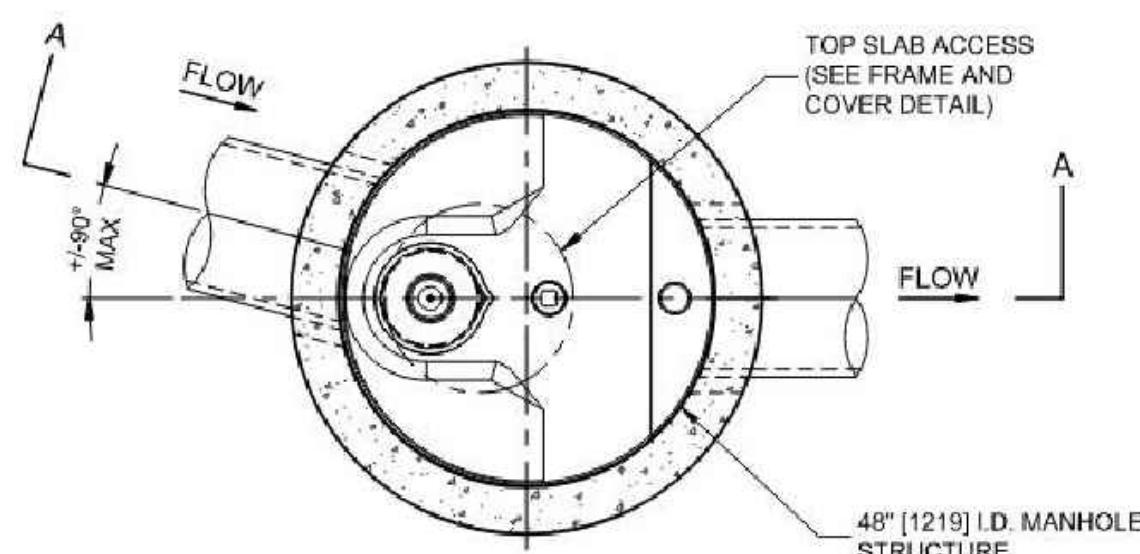
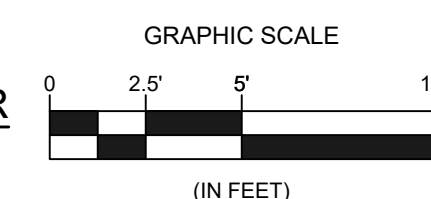


STAKED STRAW WATTLE

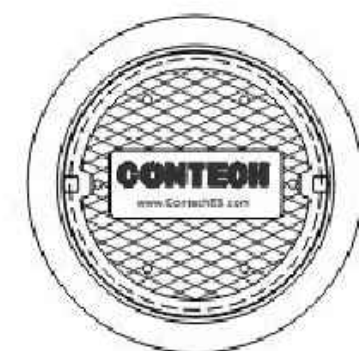
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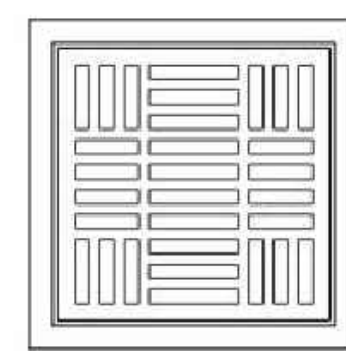
TYPICAL ELASTOMERIC JOINT FILLER DETAIL



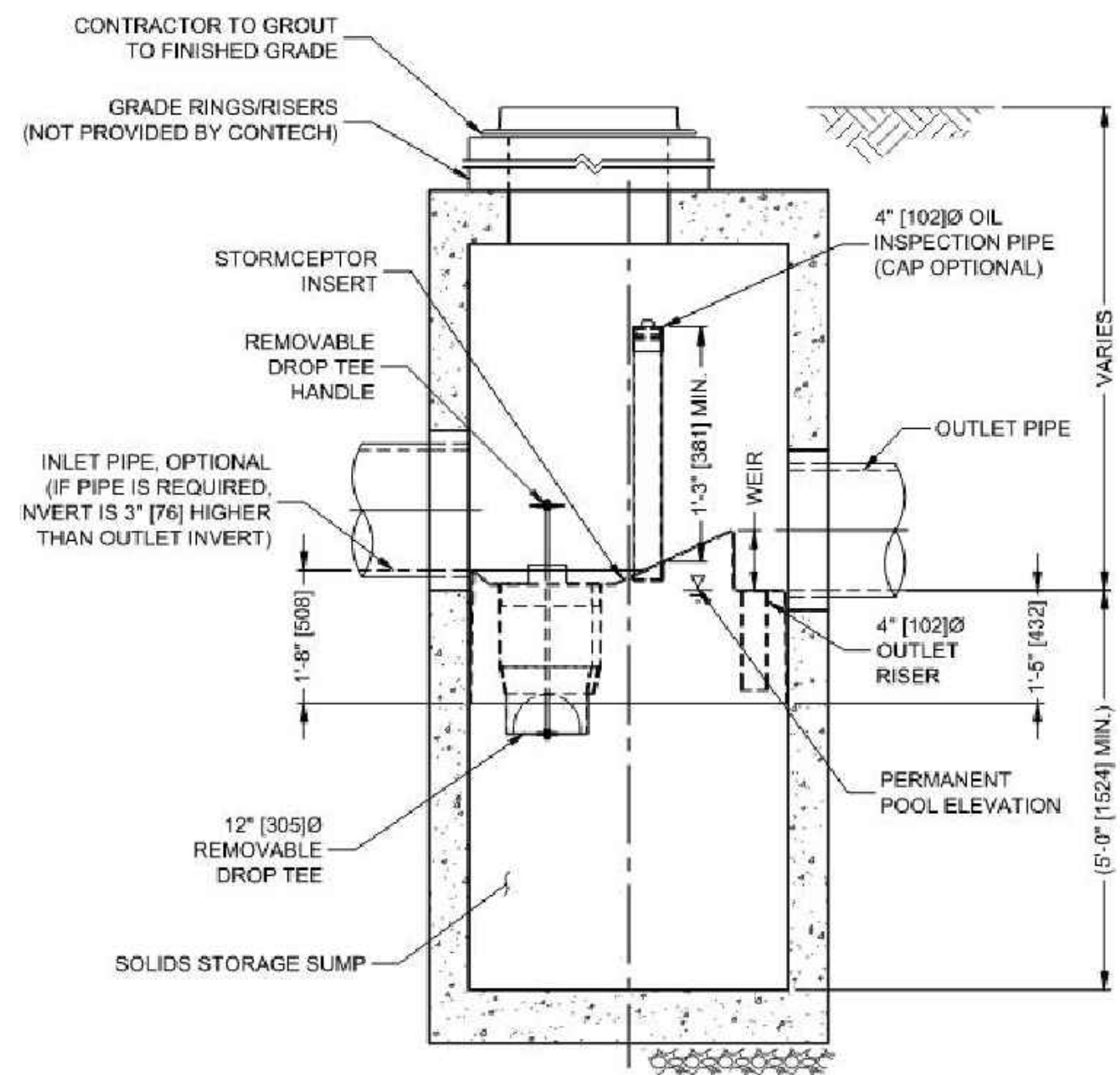
**PLAN VIEW
TOP SLAB NOT SHOWN**



**FRAME AND COVER
(MAY VARY)
NOT TO SCALE**



**FRAME AND GRATE
(MAY VARY)
NOT TO SCALE**



SECTION A-A

STCH450i STORMCEPTOR STANDARD DETAIL
(NOT TO SCALE)

- GENERAL NOTES**
- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
 - FOR SITE SPECIFIC DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.conteches.com
 - STORMCEPTOR WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
 - STORMCEPTOR STRUCTURE SHALL MEET AASHTO HS20 LOAD RATING, ASSUMING EARTH COVER OF 0 - 2' [610], AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M308 AND BE CAST WITH THE CONTECH LOGO.
 - STORMCEPTOR STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C478 AND AASHTO LOAD FACTOR DESIGN METHOD. ALTERNATE UNITS ARE SHOWN IN MILLIMETERS [mm].
- INSTALLATION NOTES**
- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
 - CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE STORMCEPTOR MANHOLE STRUCTURE.
 - CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
 - CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET AND OUTLET PIPE(S). MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
 - CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.



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DEPARTMENT OF FISH & GAME**

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DATE OF PREPARATION

BY	DATE

SURVEYED	AS NOTED	AS NOTED

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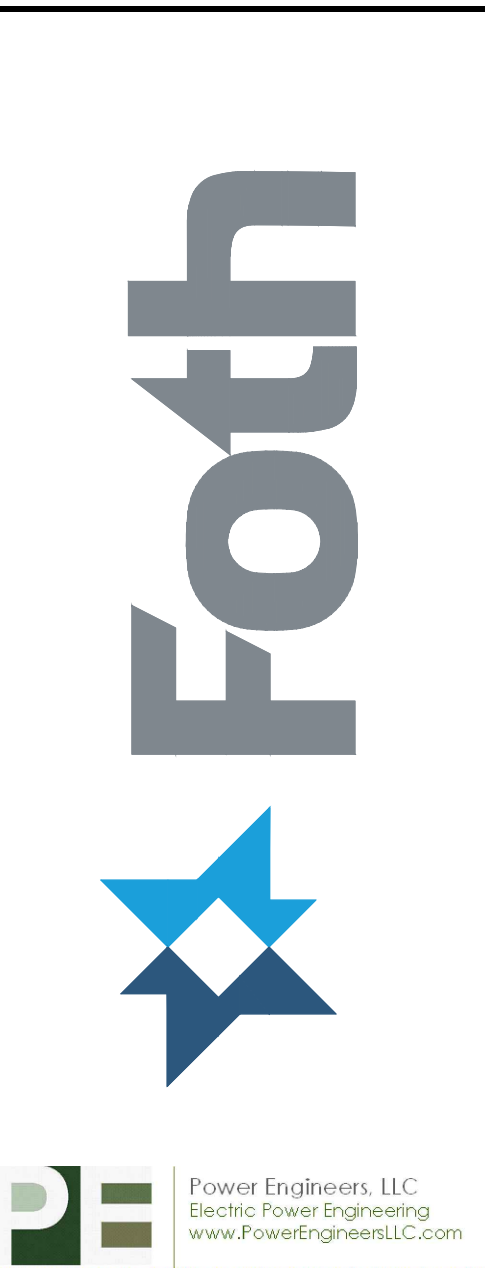
SECTIONS & DETAILS

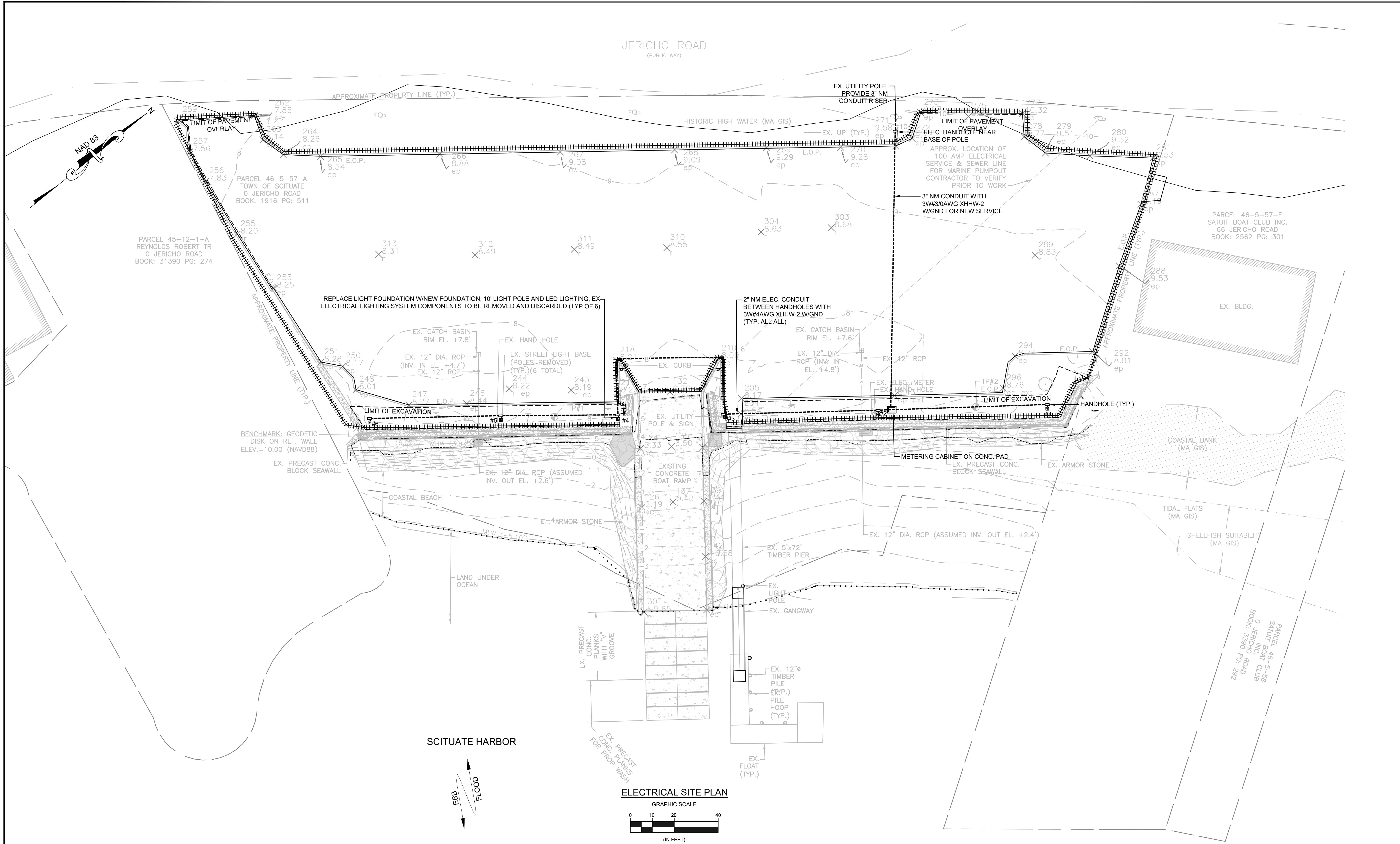
ISSUANCE:

ISSUED FOR CONSTRUCTION

PROJECT NO: 18C004
SHEET NUMBER

C-301





ELECTRICAL SITE PLAN
 GRAPHIC SCALE
 0 10' 20' 40'
 (IN FEET)



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NO.	DATE	DESCRIPTION

DATE OF PREPARATION		
BY	DATE	DESCRIPTION

**ELECTRICAL
 SITE PLAN**

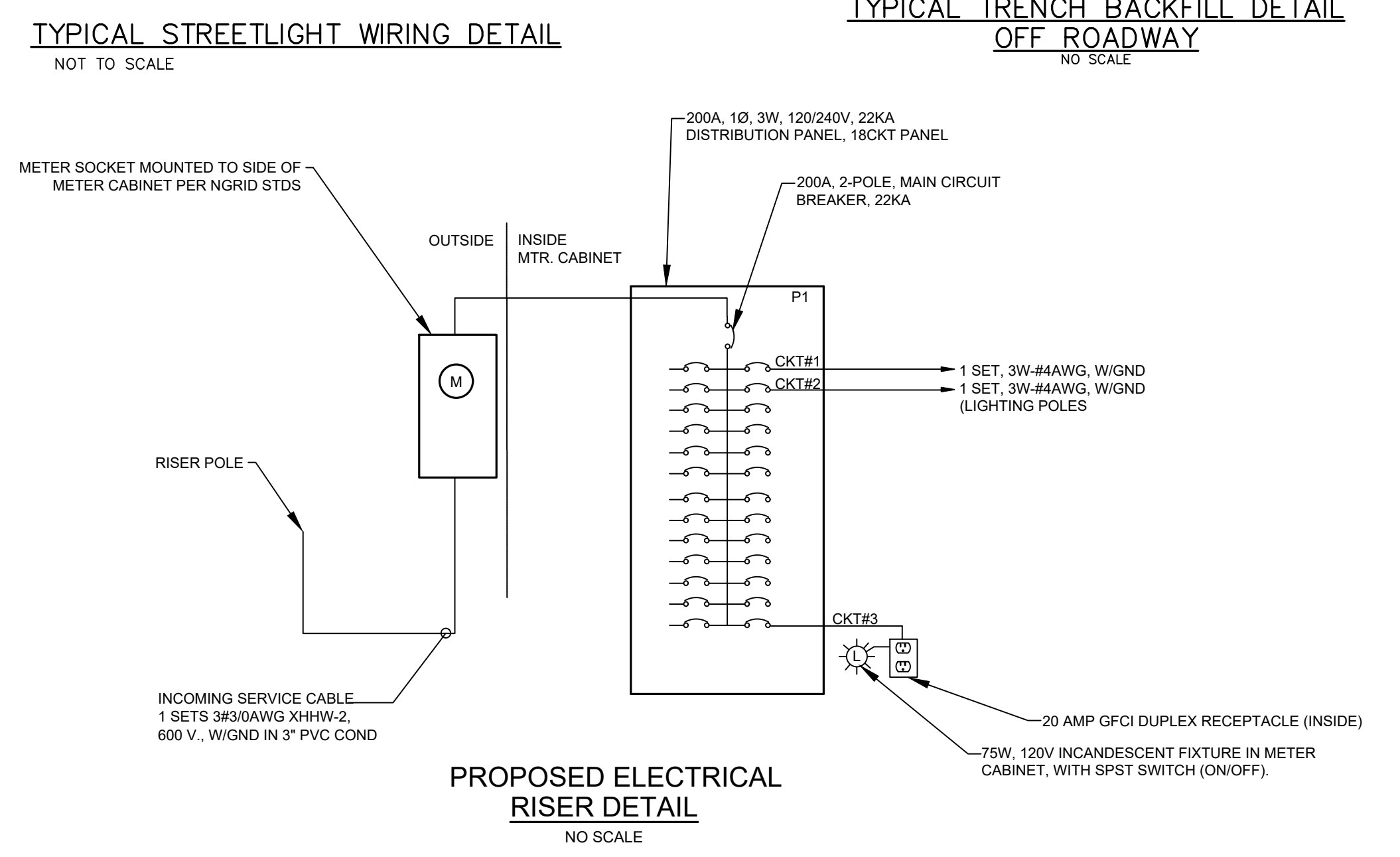
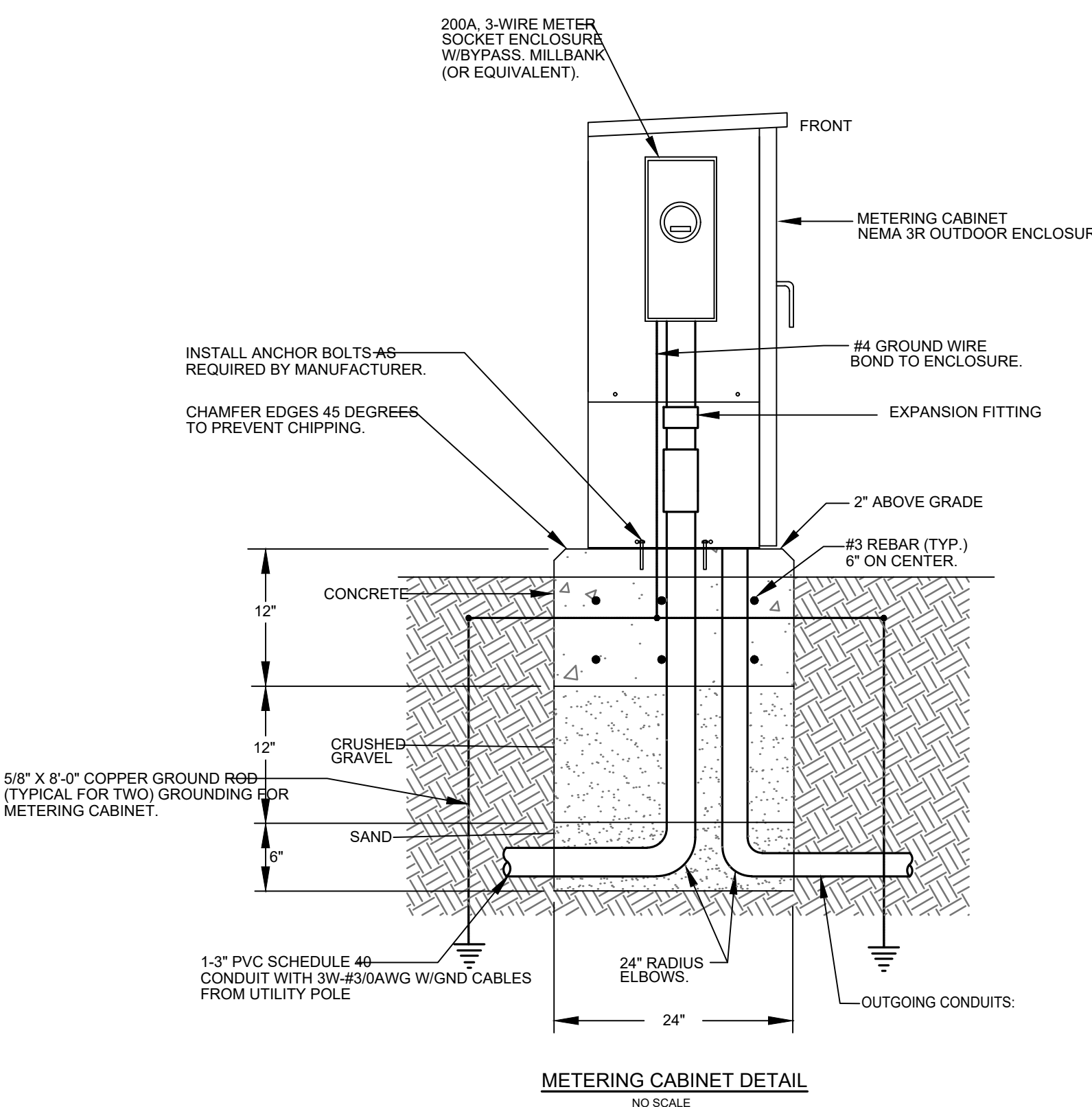
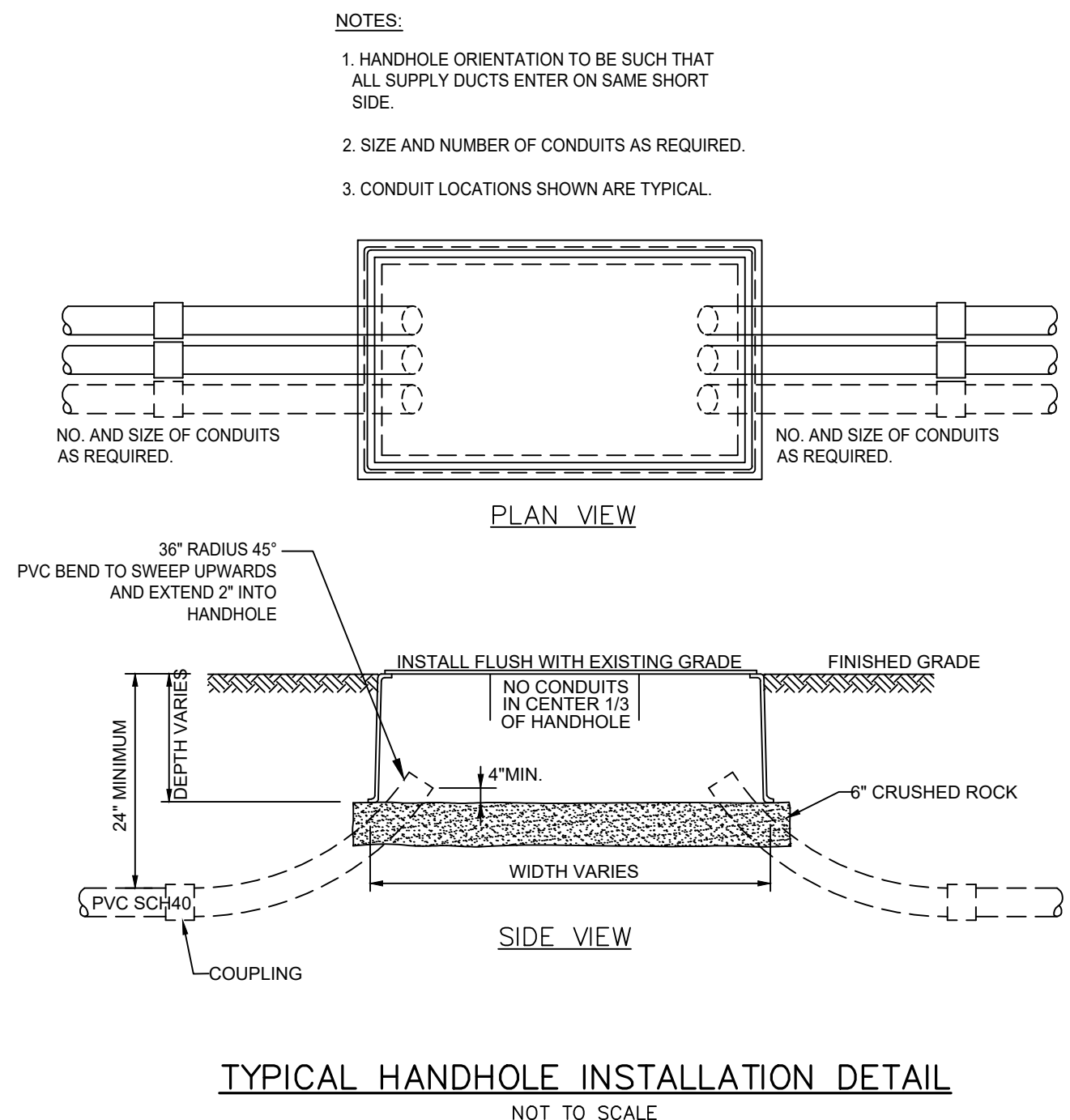
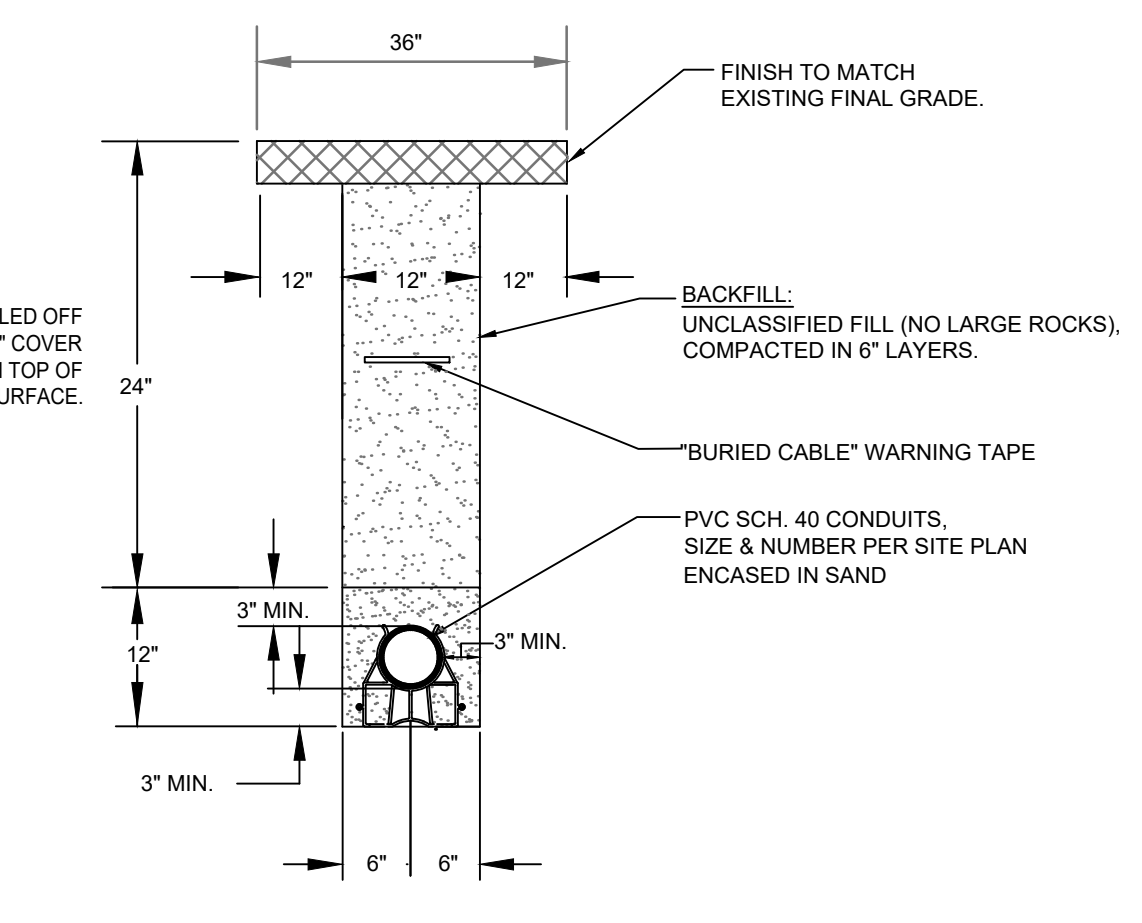
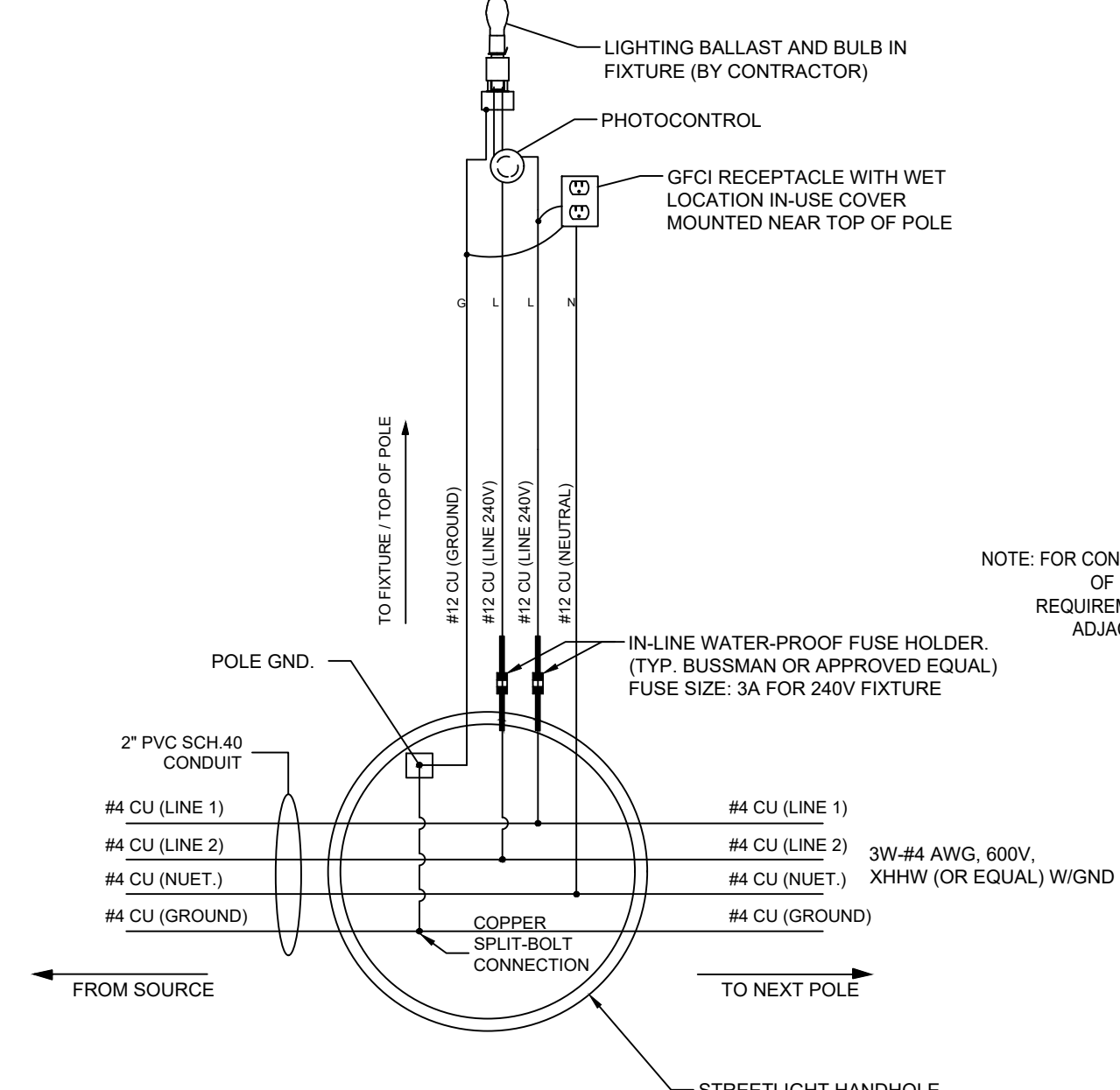
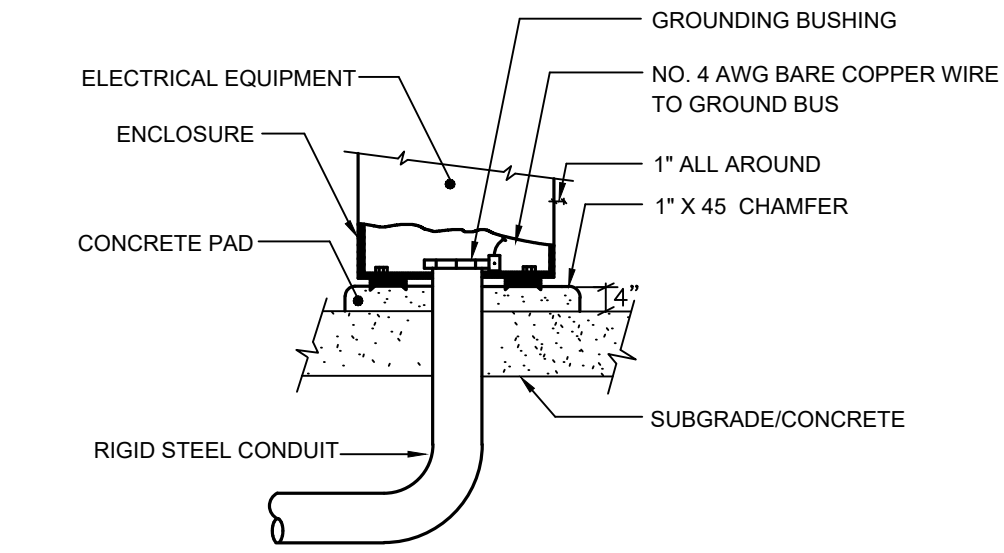
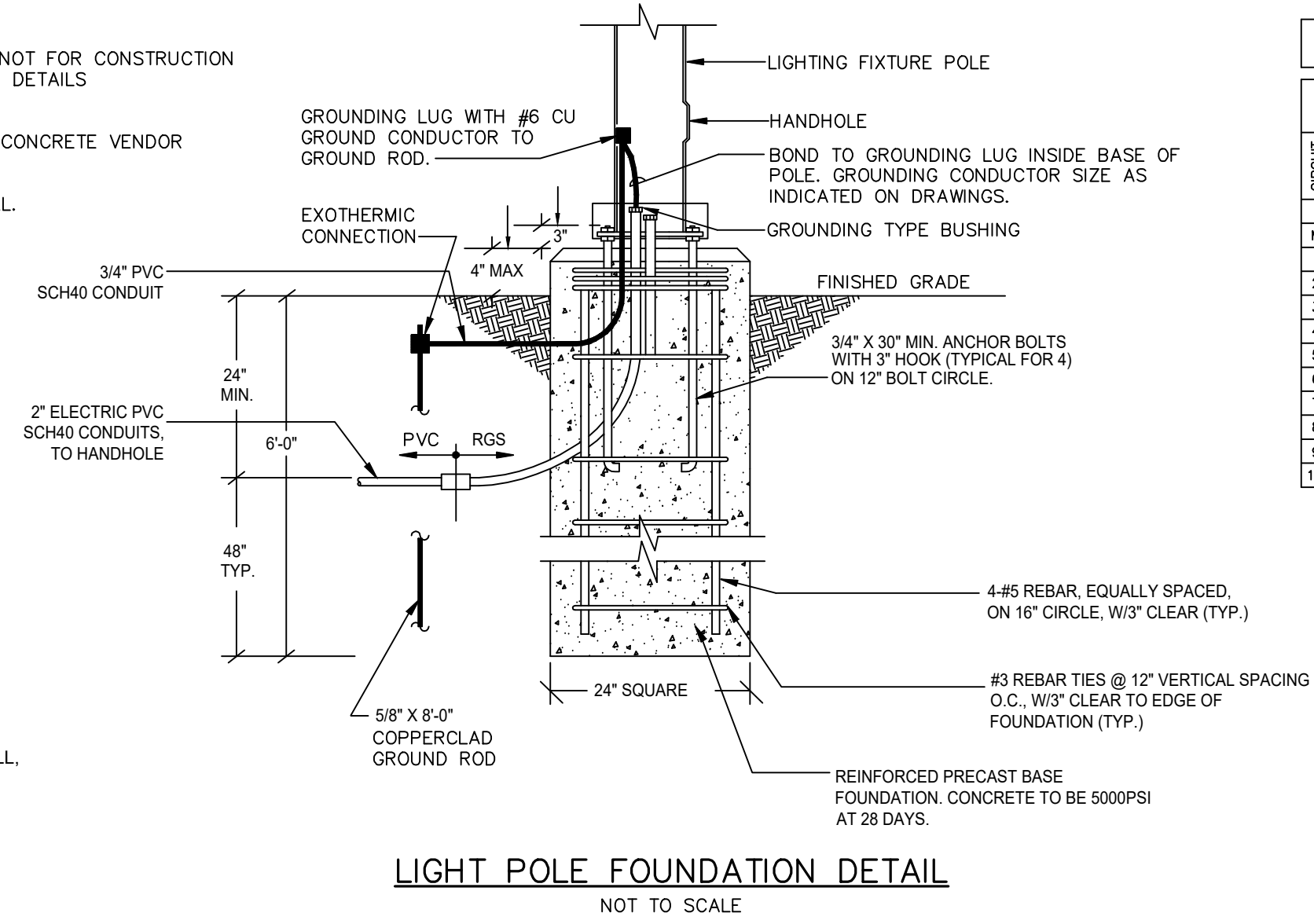
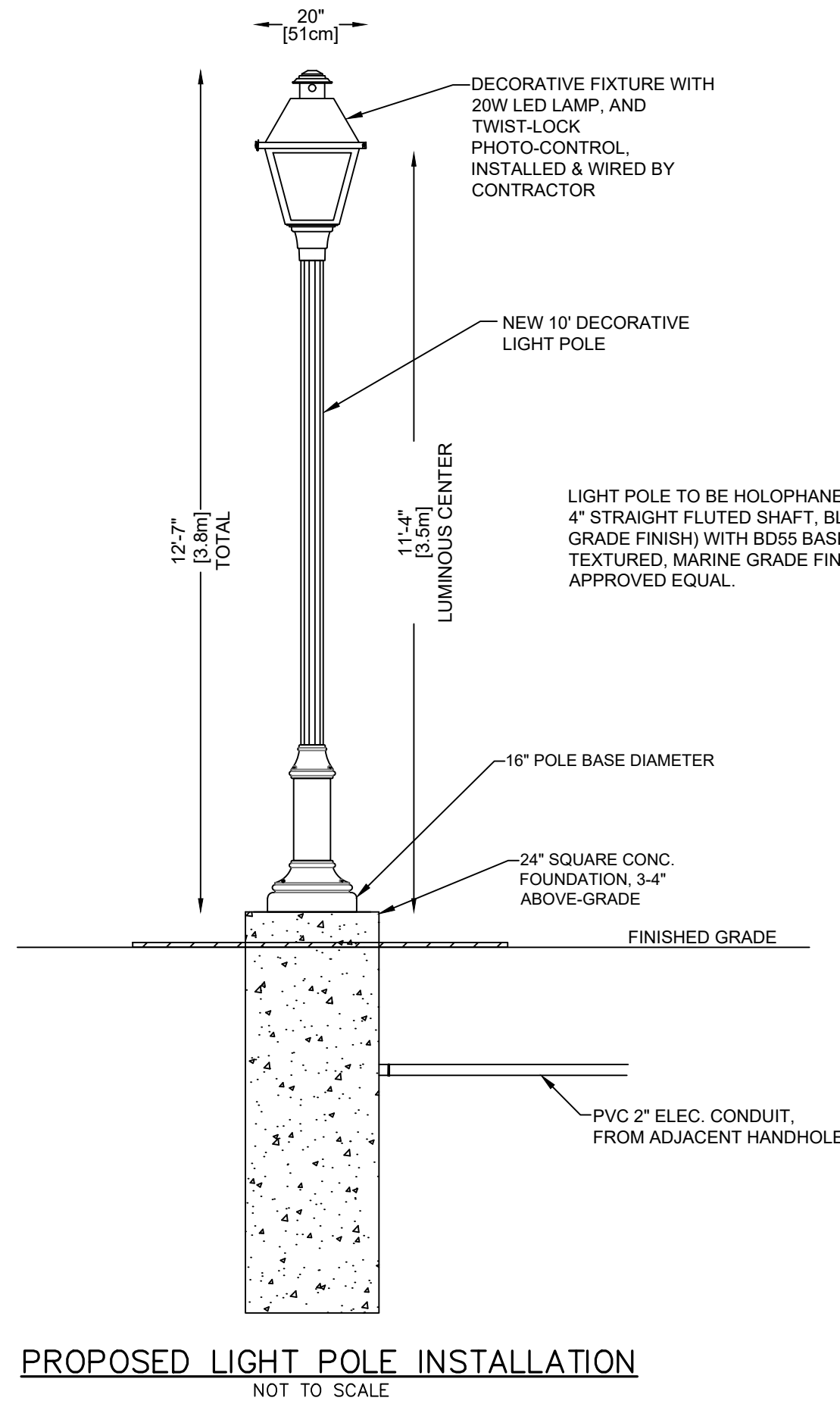
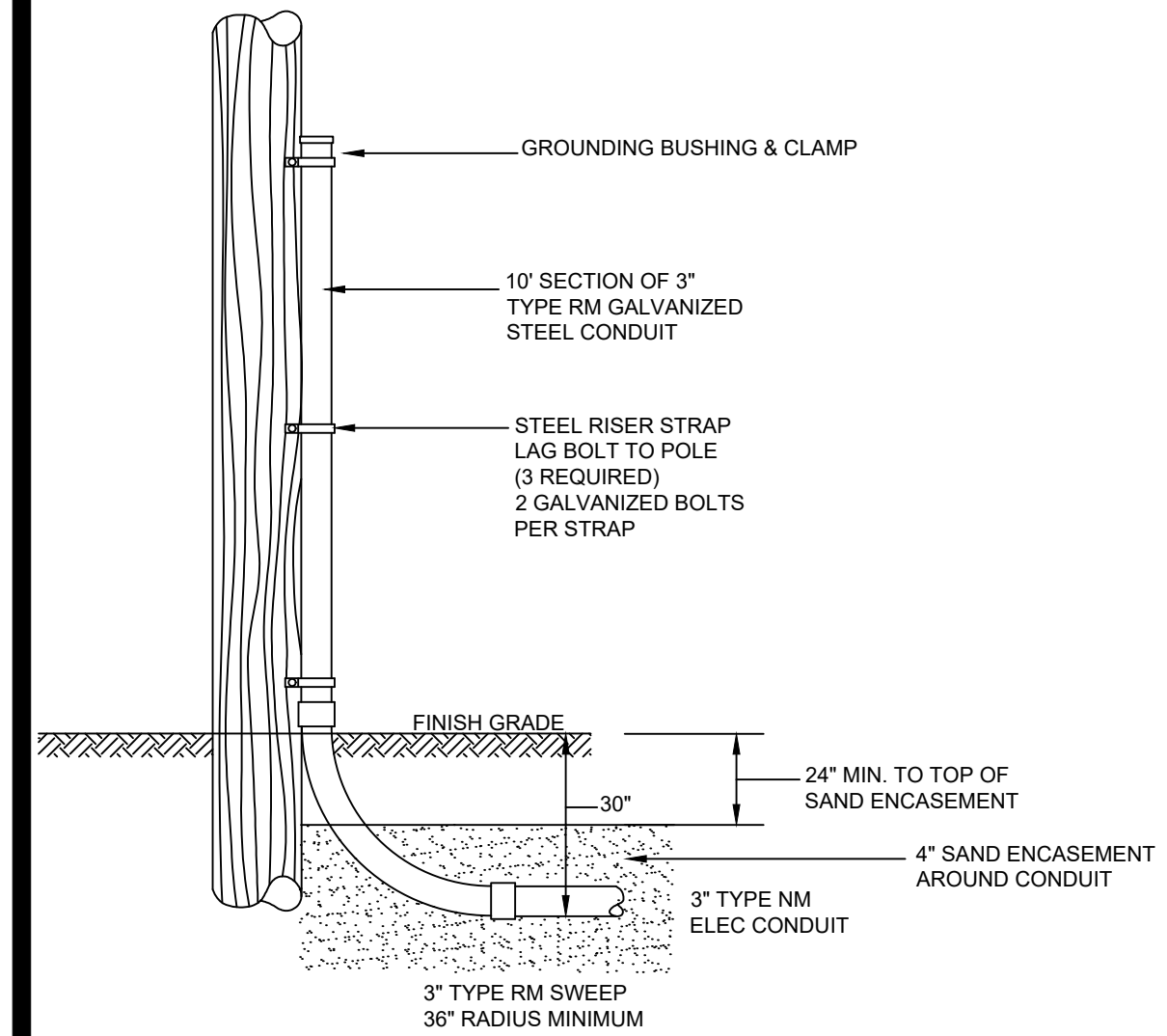
ISSUANCE:
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 PROJECT NO: 18C004
 SHEET NUMBER
E-101

ELECTRICAL NOTES:

- ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE LATEST APPLICABLE STANDARDS OF ANSI, NEMA, UL, NFPA-70, AND THE MASSACHUSETTS ELECTRICAL CODE WITH REGARDS TO MATERIAL, DESIGN, AND CONSTRUCTION.
- THIS DRAWING IS FOR INFORMATION ONLY. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS, DEVICES, MATERIALS, AND EQUIPMENT, PRIOR TO THE START OF ANY WORK.
- CONTRACTOR SHALL NOTIFY DIG SAFE AT 1-888-DIG-SAFE, AT LEAST 72 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
- PVC CONDUIT AND FITTINGS SHALL CONFORM TO ANSINEMA SPECIFICATIONS, TC-2, TC-3 AND UL-651.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY INSPECTIONS AND COORDINATE ALL WORK WITH THE OWNER AND THE CITY/TOWN TRENCHES SHALL BE INSPECTED PRIOR TO BACKFILLING.
- LOCATIONS OF ALL UTILITIES ARE APPROXIMATE AND ARE PROVIDED FOR INFORMATION ONLY.
- CONTRACTOR TO BALANCE THE NUMBER OF LIGHTING FIXTURES ON EACH CIRCUIT
- CONTRACTOR TO LOCATE ALL ELECTRICAL EQUIPMENT AS DIRECTED BY THE OWNER, ARCHITECT & ENGINEER.

- LIGHT POLE FOUNDATION NOTES:**
- BOLT PATTERN SHOWN IS TYPICAL AND NOT FOR CONSTRUCTION CONTRACTOR TO PROVIDE BOLT PATTERN DETAILS BASED ON SELECTED MANUFACTURER.
 - PROVIDE REBAR DETAIL FROM PRECAST CONCRETE VENDOR FOR APPROVAL.
 - CONDUIT LOCATIONS SHOWN ARE TYPICAL.

DISTRIBUTION PANEL SCHEDULE - ELEC CABINET PANEL (18 CKT MIN.)					
PHASE: 1		WIRES: 3	VOLTAGE: 120/240V	MANS: 200A, MAIN C.B.	
CIRCUIT	FRAME	BREAKER	TRIP	DESCRIPTION OF LOAD	REMARKS
M 200	2P	200		MAIN CIRCUIT BREAKER	3W#3/DAWG W/#GND IN 3" PVC
1 20	2P	20		PATHWAY LIGHTING CIRCUIT #1 (POLE #1)	3W#4AWG W/#4GND IN 2" PVC
2 20	2P	20		PATHWAY LIGHTING CIRCUIT #2 (POLE #2-#6)	3W#4AWG W/#4GND IN 2" PVC
3 20	1P	20		GFCI IN CABINET & LIGHT	2W-#12 W/GND IN 3/4" EMT
4					
5					
6					
7					
8					
9					
10					



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SEAL AND SIGNATURE
DAVID J. COLOMBO
ELECTRICAL
No. 49829
REG. STATE OF MASSACHUSETTS
01-13-2024

REVISIONS

ELECTRICAL DETAILS

ISSUANCE
ISSUED FOR CONST.

SCALE
AS NOTED
DRAWN BY
CHECKED BY
PROJECT NO
0018C004.00
DATE
01/13/2025
SHEET NUMBER
E-301
SHEET