

**ADDENDUM No.1  
for**

**INVITATION FOR WRITTEN RESPONSE (IFWR)**

# **Sidewalk Differential Grade Adjustment**

**TOWN OF LONGMEADOW  
MASSACHUSETTS**

**May 3, 2021**

This document serves as Addendum No.1 for the Invitation for Written Response (IFWR) for Sidewalk Differential Grade Adjustment. This Addendum forms part of the IFWR and modifies the original document. Utilize the revised bid submission forms supplied with this addendum. Failure to do so may subject the bidder to disqualification.

**The following changes and/or additions are to be made to the original Invitation for Written Response dated April 22, 2021:**

**1. REVISED BID DEADLINE**

Delete reference to the bid deadline of Friday, May 7, 2021 at 2:00pm. In its place insert the **revised bid submission deadline date and time which is Wednesday, May 12, 2021 at 2:00PM.**

**2. REGISTERED BID LIST AS OF MAY 3, 2021**

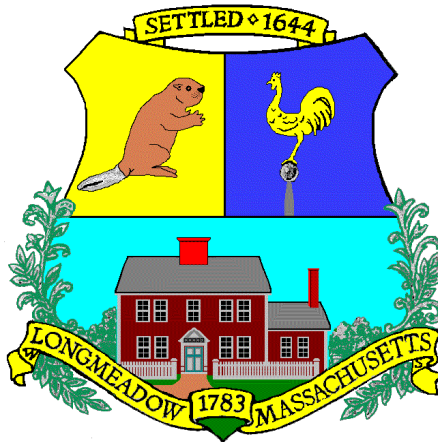
The list of those that have requested to be registered includes the following:

Jack Goncalves & Sons, Inc., Ludlow, MA; Bradshaw Construction; Construction Journal; JL Construction Corp, West Springfield, MA; Adams & Ruxton Construction, Co., West Springfield, MA; Prime Vendor, Inc., Wilmington, NC; Nunes Companies; Campora Construction Co. Ludlow, MA; Curb Cutting of New England, Enfield, CT.

*(End – Addendum No.1)*

# Invitation for Written Response (IFWR)

## SIDEWALK DIFFERENTIAL GRADE ADJUSTMENT



TOWN OF LONGMEADOW  
MASSACHUSETTS

April 22, 2021

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**LEGAL NOTICE:**

**INVITATION FOR WRITTEN RESPONSE (IFWR):  
SIDEWALK DIFFERENTIAL GRADE ADJUSTMENT**

The Town of Longmeadow, MA, is accepting written responses for sidewalk differential grade adjustment at various locations throughout Town. Invitation for Written Response documents are available from the Purchasing Department at the Town of Longmeadow, Attn: Chad Thompson- Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 (Phone: 413-565-4185, [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org)). Bid documents may also be obtained online at [www.longmeadow.org](http://www.longmeadow.org), select 'Departments' from the toolbar, then select 'Purchasing', then select the 'Bid & RFP' link to access documents. Bidders are encouraged to register with the Purchasing Department, those that do not register with Purchasing will be responsible for monitoring the website for the issuance of updates and addenda. Failure to acknowledge receipt of addenda may result in a bid rejection.

Based on the project estimate, bid submission forms may be emailed to [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org), or delivered to the Longmeadow Purchasing Department, and will be accepted until the **revised bid submission deadline date and time which is Wednesday, May 12, 2021 at 2:00PM per IFWR Addendum No.1** (formerly Friday, May 7, 2021 at 2:00PM). Late responses will be rejected. There will be no public logging following the deadline. No bid deposit is required. Labor wages are subject to Massachusetts minimum wage rates as per M.G.L. Chapter 149, Section 26 to 27H, inclusive. A 50% payment bond will be required of the successful bidder upon award in the event that the contract exceeds \$25,000.

All bids received will be evaluated and awarded in accordance with the provisions established under Massachusetts General Law Chapter 30, 39M. The Town of Longmeadow, acting through the Town Manager, the Awarding Authority reserves the right to reject any or all bids, waive informalities, and to award the contract in the best interest of the Town.

**SECTION A**  
**GENERAL CONDITIONS**

# **SECTION A**

## **GENERAL CONDITIONS**

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## **SECTION A**

### **GENERAL CONDITIONS**

#### **DEFINITION OF TERMS**

##### **Article 1. Definition of Terms**

Wherever in these Specifications or other Contractual Documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

<u>Addendum</u>	An addition to or alteration of the Plans and/or Specifications generally issued for clarification purposes prior to the opening of Proposals.
<u>Advertisement</u>	The notice published in newspapers and trade bulletins announcing the time and place for the opening of bids for work to be done.
<u>A.A.S.H.T.O.</u>	The American Association of State Highway and Transportation Officials.
<u>Alteration</u>	Change in the form or character of any of the work done or to be done.
<u>A.S.T.M.</u>	The American Society for Testing and Materials.
<u>Bidder</u>	Any individual, firm or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
<u>Contract</u>	A written agreement executed by the parties thereto for the construction, reconstruction, alteration, remodeling, repair, demolition, improvement or development of any building, public work, structure, addition, facility, system, or pipeline.
<u>Contractor</u>	A party to the Contract, acting directly or through an authorized lawful agent or employee.
<u>Engineer</u>	The Town of Longmeadow or his/her designee acting as an authorized representative, such representative acting within the scope of the particular duties entrusted to him/her.
<u>Extra Work</u>	Work or materials not called for in the Plans and Specifications and which is deemed necessary and authorized by the Engineer.
<u>Layout</u>	See Right of Way.
<u>Location</u>	See Right of Way.
<u>Lump Sum Contract</u>	One in which the Proposal is a fixed price; inclusion of alternates requested by the Owner for variations in the scope of the work does not modify or rescind this definition.
<u>Material</u>	Any article, assembly, system, or any component part thereof.
<u>Owner</u>	The Contracting or the Awarding Authority.
<u>Plans</u>	The Contract Drawings, detail sheets, or exact reproductions thereof, which show the location, character, dimension, and details of the work including any alterations thereof permissible under the Contract and authorized by duly approved written orders.
<u>Proposal</u>	The written offer of the Bidder submitted in approved form to perform the work contemplated under the Contract.
<u>Project</u>	The purpose for which bids have been called and work contracted for.

<u>Right of Way</u>	That area which has been laid out or acquired for the purpose of this project.
<u>Special Provisions</u>	The special directions, provisions and requirements prepared to cover Contract requirements or work not satisfactorily provided for by these General Conditions. These Special Provisions shall be included within the general term "Specifications" and shall be made a part of the Contract with the express purpose that they shall prevail over all other Specifications.
<u>Specifications</u>	The directions, provisions and requirements, designated as Specifications, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or the quantities and qualities of materials to be furnished under the Contract. The Specifications shall include the Instructions/Advertisement for Bidders, General Conditions, Special Provisions, State Mandatory Forms, Bond Descriptions, Bid and Contract Forms, Maps and Details, and Addenda.
<u>Subcontractor</u>	<p>(a) For contracts awarded pursuant to sections 44A to 44L of Chapter 149, a person who files a sub-bid and receives a contract as a result of filing sub-bid or who is approved by the Owner in writing as a person performing labor or both performing labor and furnishing labor pursuant to a Contract with the General Contractor.</p> <p>(b) A person approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing labor pursuant to a Contract with the General Contractor.</p> <p>(c) For contracts with the Commonwealth of Massachusetts not awarded as provided in rules 44A to 44L, inclusive, of Chapter 149, a person contracting with the General Contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.</p>
<u>Unit Price Contract</u>	One in which the Proposal is based on unit bid prices and estimated quantities; payment is based on field measurement of actual quantities completed or constructed.
<u>The Words</u>	<p>"As directed", "as permitted", "as required", or words of like effect shall mean that the direction, permission or requirement of the Engineer is intended; and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by or acceptable or satisfactory to the Engineer, unless otherwise provided herein. The words "necessary", "suitable", "equal", or words of like import shall mean necessary, suitable or equal in the opinion of the Engineer.</p> <p>The words "approval of the Owner" or "approval by the Owner" shall mean approval either by vote of or in writing by the duly authorized officials.</p>
<u>Written Notice</u>	Shall be deemed to have been duly served if delivered in person to the individual, or to a member of the firm or to an officer of the Corporation for whom it is intended, or if delivered at or sent by certified mail - return receipt requested - to the last business address known to whomever who gives the notice.

## **BID REQUIREMENTS AND CONDITIONS**

### **Article 2. Contents of Bid Forms**

One set of Proposal Forms consisting of the documents listed below will be furnished by the Owner to each general bidder upon request at the office of the Longmeadow Procurement Manager. These proposal documents are available for free online and from the purchasing department office for pickup at no charge.

The Specifications; including the Instructions/Advertisement for Bidders, General Conditions, Special Provisions, State Mandatory Forms, Bond Descriptions, Bid and Contract Forms, Maps and Details, and Addenda.

### **Article 3. Interpretation of Basic Estimates of Quantities for Unit Price Contracts**

- A. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done, as shown in the Proposal. These quantities are approximate only, being given as a basis for the comparison of bids. The Owner does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class, item, or portion of the work as may be deemed necessary or expedient by the Owner.

Bidders are required to submit their estimate upon the following express conditions, which shall apply to and become part of every bid received. An increase or decrease in the quantity for any item or group of items shall not be regarded as cause for an increase or decrease in the unit pricing, nor in the time allowed for the completion of the work, except as provided in the Contract. An increase or decrease in the quantity of work to be done shall not warrant any claim for loss, damage, or anticipated profit.

- B. The work has been divided into classes and items in order to enable the bidder to bid on the different portions of the work in accordance with his/her estimate of their cost, so that in the event of an increase or decrease in the quantities of any particular class of work the actual quantities of any particular class of work the actual quantities executed may be paid for at the price bid for that particular class of work.
- C. It is the intent of these specifications to provide valuable input for future hot mix asphalt (HMA) production and testing for the Town of Longmeadow. The Town will monitor the HMA according to these Special Provisions. All requirements of the Special Provisions will apply except that measurement and payment will be made in accordance with the MassDOT "Standard Specifications for Highways and Bridges".

### **D. Article 4. Examination of the Location**

In Section F of this document is the 'FY21 Sidewalk Faulting List, Sidewalk Differential Grade Priority List, Town of Longmeadow'. This represents the best factual information available to the Owner and is made available. The Contractor must satisfy him/herself by his/her own investigation and research regarding all conditions affecting the work to be done and labor and material needed, and make his/her bid in sole reliance thereon. The Contractor should carefully examine, the locations of the work, the difficulties to be encountered in doing the work, and all other factors relating to the project.

No allowance will be made, and no responsibility will be assumed, by the Owner for any failure of the Contractor to estimate correctly any difficulty attending the execution of the work.

In regard to subsurface soil conditions, the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (recited hereinafter) will prevail in every Contract subject to Section.

"If, during the progress of the work, the Contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents, either the Contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

## Article 5. Preparation of Bids

### A. Proposal Prices for Unit Price Contract

Each general bid shall be submitted upon a form furnished by the Owner. All words and figures shall be in ink. In case of discrepancy between the unit prices and the extended totals, the unit prices shall govern.

The bidder shall specify a unit price; in both words and figures, for each and every item for which a quantity is given, and shall also show the products of the respective unit prices and quantities, written in figures in the column provided for that purpose, and the total amount of the Proposal obtained by adding the amounts of the several items. In case of discrepancy between the unit prices and the extended totals, the unit prices written in words shall govern. No bid will be accepted which does not contain a unit price for every item shown on the Proposal Form. No conditional bids will be accepted.

### B. General

When an item in the Proposal contains a choice to be made by the bidder, the bidder shall indicate his/her choice in accordance with the Specifications for that particular item. Thereafter no further choice will be permitted without permission from the Owner unless it can be proven by the contractor and authorized by the town engineer that it is an equal or comparable.

The price for any item, bid and/or contracted for, unless otherwise noted or specified shall include full compensation for all materials, equipment, tools, labor and incidental work, necessary to complete the item to the satisfaction of the Engineer. The prices shall, without exception, include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work.

### C. Signatures

All Proposals shall be signed correctly with ink in the proper places provided, as follows: If the Proposal is made by an individual, his/her name and post office address shall be given. If the Proposal is made by a firm, partnership or corporation, it shall be signed by a person having such legal authority from the said firm, partnership or corporation and the person so signing the Proposal shall give his/her own name and title (if any) in addition to the name and address of the firm, partnership or corporation. If the Proposal is made by a firm or partnership, the names and addresses of the individual members shall be given. If the Proposal is made by a corporation, the name of the State under the laws of which the corporation was chartered and the names, titles and business addresses of the President, Treasurer and Manager and a certificate of vote granting authority to make such Proposal shall be given. If the Proposal is made by a foreign corporation, it must comply with the provisions of Chapter 181 of the Massachusetts General Laws and any amendments thereto. The Non-Collusion bid form must be completed and signed with the bid submission. Failure to supply a complete Non-Collusion form with the bid submission will result in a bid rejection.

## Article 6. Delivery of Bids

Each Proposal may be submitted to the owner by email to [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org) , delivered or by mail. If delivered or mailed, the outside of the envelope shall be written the bidder's name and address and the words "IFWR- Crosswalk, Stop Bar, Symbol and Legend Painting". If forwarded by mail, the sealed envelope containing the Proposal, and marked as directed above, must be enclosed in another envelope addressed to the Owner. The recommended method of mailing shall be "Certified Mail - Return Receipt Requested".

Proposals received by the Owner at the designated place after the time designated in the Advertisement for Bidders, or Proposals received at other than the designated place, will be returned to the bidder unopened. It is the bidder's responsibility to see that his/her Proposal is at the designated place by the designated time required.

## Article 7. Bid Guaranty Required

No bid deposit is required with a written response bid submission.

## Article 8. Public Opening of Bids

There will be no public bid opening. Based on the project estimate a public bid opening is not required.

## Article 9. Rejection of Bids

Proposals which fail to meet the requirements of Articles 5, 6, and 7, or which are incomplete, conditional, or obscure, or which contain additions not called for, alterations, or irregularities of any kind which affect evaluation, or in which errors occur may be rejected as informal.

More than one Proposal from the same bidder, whether or not the same or different names appear on the signature page, will not be considered. Any or all Proposals will be rejected if there is reason for believing that collusion exists among the bidders.

## Article 10. Withdrawal of Bids

Any bid may be withdrawn prior to the scheduled time for opening as shown in the Special Provisions or authorized postponements thereof. After the deadline no bidder may withdraw his/her Proposal within sixty (60) days.

## Article 11. Competency of Bidders

No Contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Before the award of the Contract, any bidder may be required to show that s/he has the necessary facilities; experience, ability and financial resources to perform the work in a satisfactory manner and within the time stipulated. If the Contract contains special work of a complicated nature or if it contains items for materials or work the character of which will depend upon the Contractor's skill or experience, s/he will be required to show proof that s/he has a satisfactory record of similar work performed or materials furnished under other Contracts. Bidders may be required to furnish the Owner with formal sworn statements as to their experience and their financial status.

## Article 12. Material Guaranty

Before any Contract is awarded, the Bidder may be required to furnish without expense to the Owner, a complete statement of the origin, composition and manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which samples may be subjected to the tests required by the Owner to determine their quality and fitness for the work.

## Article 13. Addenda and Interpretations

No interpretation of the meaning of the Specifications or other Contract Documents will be made to any bidder

orally. Every request for such interpretation should be made in writing addressed to the Town of Longmeadow Purchasing Department, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106. Fax: 413-565-4370, Email: [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org). To be given consideration, the request must be received by the bid deadline time no later than 96 hours (four calendar days) prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed, fax or email.

All addenda will be posted online through the Town website no later than two business days before the bid deadline. To access IFWR documents, forms and updates including issued addenda go to the Town website: [www.longmeadow.org](http://www.longmeadow.org), select 'Departments' from the toolbar, then 'Purchasing', then select the link labeled: 'Bid & RFP Finder'. Select the bid document by bid title. If addenda have been issued it will be posted on the bid listing service which is linked to the Purchasing Department page of the Town website and it will be posted no later than the end of day 2 calendar days prior to the bid deadline date.

Acknowledge the receipt of issued addenda, if any, on the bid submission form. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the Contract Documents.

## **AWARD AND EXECUTION OF THE CONTRACT**

### **Article 14. Consideration of Bids**

The Owner reserves the right to reject any or all Proposals, to waive any and all technicalities and informalities as described under Article 9, to advertise for new Proposals, or proceed to do the work otherwise, as it may deem best for its own interest.

### **Article 15. Award of Contract**

Unit price Contracts will be compared on the basis of the totals of the sums obtained by multiplying the Engineer's estimate of quantities by the unit price stated on the Proposal for each respective item.

The Contract will be awarded by the Owner as soon as practicable after the opening of bids. The successful bidder will be notified in writing, by mail, or otherwise, that his/her bid has been accepted and that s/he has been awarded the Contract.

If there is any discrepancy or issue with interpretation of bid pricing, the written words of the unit pricing shall prevail in determining bid pricing to be utilized, and recalculation of math.

Conditional pricing will not be allowed.

The contract will be awarded to the lowest Responsible and Eligible bidder that has the lowest 'Base Bid Total'. An Eligible bidder will be a contractor that meets the following Minimum Requirements: 1) Has more than two full years of experience providing sidewalk removal and sidewalk installation services or sidewalk differential grade services; and 2) Has a demonstrated history of experience completing large scale sidewalk removal/installation project(s) or sidewalk differential grade adjustments of similar scope. References of sidewalk projects of a bidder may be requested and the bidder will be responsible for supplying them within 5 calendar days from the bid deadline. It will be the sole discretion of the Town to determine a bidder is Eligible based on the Minimum Requirements.

### **Article 16. Return of Bid Guaranty**

All Proposal Guaranties of general bidders, except those under consideration by the Awarding Authority, will be returned within 30 days -- Saturdays, Sundays and legal holidays excluded -- after the opening of bids. Other Proposal Guaranties will be returned upon the execution and delivery of the general Contract.

### **Article 17. Contract Bond Required**

Prior to the execution of the Contract, the Contractor will be required to furnish a surety bond in the amount specified in the Bond Descriptions as security for faithful payment of all persons performing labor on the project under this Contract and furnishing materials and/or equipment in connection with this Contract.

The bond must be in the usual and approved form and must also contain the following: "the principal shall pay for all labor performed or furnished and for all materials used or employed, and shall pay all persons who contract with the principal for labor and materials as provided in the General Laws of Massachusetts, Section 29 of Chapter 149, then this obligation to be void, otherwise to remain in full force and effect."

Attorneys in fact who sign Contract Bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The surety is to be a bonding company or security satisfactory to the Owner. Any bond must be with a bonding company having a place of business in the Commonwealth of Massachusetts. A 50% Payment Bond is required upon contract award.

#### **Article 18. Execution of Contract**

The Contractor to whom the Contract is awarded will be required to appear at the office of the Longmeadow Procurement Manager with the surety offered by him/her and to execute the Contract within five days -- Saturdays, Sundays and legal holidays excluded -- after presentation thereof by the awarding authorities, and execute a Contract in accordance with the terms of his/her bid. The Contract shall be in writing on the forms provided.

#### **Article 19. Failure to Execute Contract**

Should the successful bidder fail to execute the Contract and/or to furnish the Contract Bond and Insurance as herein specified within the five-day time limit specified herein before, the Owner may at its option determine that the bidder has refused to execute a Contract with the Owner. The Owner may then offer the Contract to the next lowest responsible bidder if the Owner deems it to be advisable.

If any general bidder fails to execute a Contract within five days -- Saturdays, Sundays and legal holidays excluded -- then the bidder's Proposal Guaranty shall be forfeited as liquidated damages and the Contract may be offered to the next lowest responsible bidder.

### ***SCOPE OF WORK***

#### **Article 20. Intent of Specifications**

It is the intent that the Specifications shall prescribe a complete work or improvement; and when the work is completed, the Contractor shall leave the job site in a neat and finished condition.

The Contractor shall do all the work and furnish all the materials, tools and appliances, except as otherwise specified, necessary or proper for performing and completing the work required by the Contract, in the manner and within the time specified, and in accordance with the Specifications for the work, at the prices agreed upon.

All the work, labor and materials to be done and furnished under the Contract shall be done and furnished strictly pursuant to, and in conformity with, the Specifications for the work, which said Specifications shall form part of the Contract, and also in accordance with the directions of the Engineer as given from time to time during the progress of the work under the terms of the Contract.

The Town will monitor the Line Painting according to these Contract Documents. All requirements will apply except that measurement and payment will be made in accordance with the Line Painting "Standard Specifications for Highways and Bridges."

#### **Article 21. Special Conditions**

Construction items or conditions anticipated for any proposed work, and not covered by these "General Conditions", will be described and specified in "Special Provisions". Said Special Provisions shall be considered a part of the Contract. In case of conflict between the said Special Provisions and General Conditions, the Special Provisions shall govern.

#### **Article 22. Alteration of Work**

Should it be found desirable by the Engineer to make alterations in the form or character of any of the work done,

or to be done, the Engineer may order such alterations to be made, defining them in writing, and the alterations shall be made accordingly. Provided that in case such alterations increase the cost of the work, the Contractor shall be remunerated at prices based on prices allowed on the same character of work under Specifications, and in case the alterations shall diminish the cost of the work, no allowance will be made for anticipated profits.

In case of any alteration, change or addition to the work as originally contemplated, and if said alteration, change or addition justified an increase in the cost of the work, the Owner reserves the right to decide the method that will be used to determine said additional costs (See Article 72).

In case of any alterations, so much of the Contract as is not necessarily affected by such alterations shall remain in force upon the parties thereto, and such alterations shall be made under the terms of and as part of the Contract, and the security for the performance of the Contract shall not be invalidated, but shall be held to secure in like manner the performance of the alterations made under the Contract and of any extra work done under provisions of Article 23.

The Contractor shall perform the work as increased or decreased within the qualifying limits named and subject to the provisions outlined above, but no allowance shall be made for any change in anticipated profits. Adjustments shall be considered waived unless specific complaint is made in writing by the Contractor previous to the construction of such alteration or change and within three calendar days following notice from the owner of such alteration or change.

### **Article 23. Extra Work**

The Contractor shall not do any work not herein otherwise provided when and as ordered in writing through the Longmeadow Purchasing Department. If the Contractor claims that any instructions from the Engineer involve extra cost or an extension of time, s/he shall so notify the Engineer in writing within three (3) calendar days after the receipt of the Engineer's instructions and in any event before proceeding to execute the extra work. No claim from the Contractor will be considered valid unless made in accordance with the terms of this Article.

Such notice by the Contractor and the keeping of costs by the Engineers shall not in any way be construed as proving the validity of the claim. Payment for extra work will be made in accordance with the provisions of Article 72.

The Owner may, at any time by a written order, and without notice to the surety or sureties, require the performance of such changes in the work as it may find necessary or desirable.

### **Article 24. Maintenance of Detours**

When required by the Owner, a project shall be closed to travel during construction. Suitable detours shall be provided and maintained as directed or as specified in Articles 49 and 50 of the General Conditions. Payment for this work is to be included by the Contractor in his/her price for the work. No special payment will be provided unless otherwise stated in the Specifications.

### **Article 25. Removal and Disposal of Structures and Obstructions**

All material in existing structures requiring removal shall remain the property of the Owner. The material shall be removed without damage, in sections which will permit easy handling and disposal, to locations within the limits of the project, and convenient for their subsequent removal by the Owner, or as directed by the Engineer. All discarded material, rubbish or debris shall be removed from the work and disposed of as directed. No foreign material or debris shall be permitted to remain or move in a waterway.

### **Article 26. Rights in the Use of Materials Found on the Work**

The Contractor with the approval of the Engineer, may use suitable ledge, gravel, sand, loam, clay, or other material from within the location lines of the project under construction. If such use necessitates securing additional material for forming embankments, the Contractor shall at his/her own expense, furnish an amount of borrow of a satisfactory quality, equal to the amount of material taken, as measured in excavation. The Contractor shall not excavate or remove any material which is not within the excavation as indicated by the slope stakes and grade lines, without written approval. No excavated material suitable for use shall be wasted, unless as directed.



Unless otherwise provided the material from any existing structure may be used temporarily by the Contractor during construction. Such material shall not be cut, bent, broken or otherwise damaged.

Nothing in the Contract shall be construed as vesting in the Contractor any right or property in the materials used after they have been attached or affixed to the work or the soil; but all such material shall, upon being so attached or affixed, become the property of the Owner.

#### **Article 27. Final Cleaning Up**

Upon completion of the work and before acceptance and final payment, the Contractor shall remove, at his/her own expense, from the project location and from adjoining property, all temporary structures and all surplus material and rubbish which may have accumulated during the prosecution of the work, and shall leave the work broom clean and in a neat and orderly condition.

No equipment or materials shall be left on the right-of-way or project limits without the written permission of the Engineer.

Unless otherwise provided, the Contractor shall be responsible for the work for a period of ONE YEAR after date of Acceptance. Neither the making of partial payments nor the making of the final payment shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, s/he shall remedy any defects and pay for any damage resulting from faulty materials or workmanship which shall appear within a period of ONE YEAR from the date of Acceptance (See Articles 73, 74 and 75, hereof).

### ***CONTROL OF WORK***

#### **Article 28. Authority of the Engineer**

The Engineer, or his/her authorized designee, shall decide all questions which may arise as to the quantity, quality, acceptability, fitness and rate of progress of the several kinds of work to be performed and materials to be furnished under the Contract, and shall decide all questions which may arise as to the interpretation of any part of the Contract, especially the Specifications which are a part thereof, as to the fulfillment of this Contract on the part of the Contractor, and the determination and decision of the Engineer shall be final and conclusive; and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

The Engineer assumes no liability whatsoever for the obligations entered into by the Owner, or by the Engineer on behalf of the Owner, and the Contractor must look solely to the Owner for payment of any claims.

#### **Article 29. Specifications**

All work shall be performed in strict conformity with the approved Specifications for the project. The Owner is responsible for the adequacy of the design and sufficiency of the Specifications. The Owner, through the Engineer, or the Engineer acting as the Owner's representative, will furnish with reasonable promptness, additional instructions necessary for the proper execution of the work. These additional instructions may be either additional specifications or descriptions as necessary. These additional instructions will become a part of the complete Contract Document.

#### **Article 30. Conformity with Specifications and Allowable Deviations**

The finished work shall conform in all respects to the information detailed in the Specifications. Where conditions make it necessary or desirable for major deviation from the Specifications, such changes shall be made as specified in Article 22 and 23, upon authorization in writing by the Owner.

#### **Article 31. Coordination of Specifications and Plans**

The Instructions/Advertisement for Bidders, General Conditions, Special Provisions, State Mandatory Forms, Bond Descriptions, Bid and Contract Forms, Maps and Details, and Addenda, and all supplementary documents, are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all.

### Article 32. Cooperation by Contractor

The Contractor will be given the reasonably necessary number of copies of approved Addenda and Specifications. S/he shall have one copy of all such information and a copy of the Specifications on the work and available for reference at all times during the prosecution of the work.

The Contractor shall have at all times a competent and reliable superintendent or foreman on the work, authorized to receive orders and to act for him/her. Whenever the Contractor is not present on any part of the work when it may be desired to give directions, orders will be given by the Engineer and they shall be received and executed by the foreman or superintendent who is in charge of the particular work in reference to which the orders are given.

The superintendent shall not be changed during the progress of the work without the consent of the Engineer unless s/he shall prove to be unsatisfactory to the Contractor, and on this account or otherwise shall cease to be in the Contractor's employment.

The Contractor shall provide all reasonable facilities to enable the Engineer to inspect the workmanship and materials entering into the work. S/he shall cooperate in the matter of setting and preserving stakes, bench marks, etc., for controlling the work.

The Contractor shall so carry on his/her work under the direction of the Engineer that public service corporations, or municipal departments may enter on the work to make changes in their structures or to place new structures and connections therewith without interference, and the Contractor shall have no claim for or on account of any delay which may be due to or result from said work of public service corporations or municipal departments.

### Article 33. Adjacent Contracts and Operations

Interference with the normal operation of adjacent facilities or equipment of the Owner shall be avoided wherever possible. Upon request by the Contractor, the Engineer will determine in advance whether such interference with existing facilities is unavoidable and will establish the necessary procedures involved. Except in an emergency involving the protection of life or property, the Contractor shall not operate any of the Owner's equipment, control devices, or similar items, except in the presence of and at the direction of a responsible representative of the Owner and the Engineer.

The Owner reserves the right to carry on work adjacent to the work under this Contract by either letting other Contracts or by use of the Owner's forces. The Contractor shall afford other Contractors and the Owner's forces reasonable opportunity for the carrying out of their work and shall properly coordinate his/her work with theirs. Wherever work being done by the Owner's forces or by other Contractors is adjacent to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer so as to secure the rapid completion of the various portions of the work in a most harmonious fashion

If any part of the Contractor's work under this Contract depends for proper execution or results upon the work of any other Contractor or upon the Owner's forces, the Contractor shall inspect and properly report to the Engineer any defects in such work that render it unsuitable for proper execution and results. This Contractor's failure to so inspect and report shall constitute an acceptance of the other work as fit and proper or the reception of his/her work, except as to defects which may develop in the other work after the execution of this Contractor's work.

### Article 34. Construction Surveys

The Owner will furnish to the Contractor the necessary benchmarks and base lines for locating the principal component parts of the work contemplated under this Contract. Based on this information, the Contractor shall lay out the work, marking and identifying all necessary points for construction as may be required. The Contractor shall furnish free of charge, all protective stakes and temporary structures as may be necessary for marking and maintaining points and lines given by the Engineer for the building of the work, and shall give the Engineer such facilities and materials for establishing said lines and points as s/he may require. The Engineer's stakes, benchmarks, and base lines shall be carefully preserved. If the Engineer's stakes and points are lost through the neglect of the Contractor and must be re-established, they will be re-established at the Contractor's expense.

### Article 35. Authority and Duties of Engineer's Assistants

The Engineer may appoint such assistants and representatives as s/he desires and they shall be authorized to inspect work and materials, to give directions pertaining to the work or to the safety and convenience of the public, to approve or reject materials, to make measurements of quantities and to perform such other duties as may be designated by the Engineer.

In case of any dispute arising between the Contractor and the Engineer's assistants, as to materials furnished or the manner or performing the work, the Engineer's assistants shall have the authority to reject the materials or to suspend the work until the question at issue can be referred to and decided by the Engineer.

Engineer's assistants are not authorized to revoke, alter, enlarge, relax or release any requirements of these Specifications nor to issue instructions contrary to the Specifications. They shall in no case act as foreman or perform other duties for the Contractor.

### Article 36. Inspection of Work and Materials

The Engineer's agents and employees of the Owner may for any purpose enter upon the work and premises used by the Contractor and the Contractor shall provide safe and proper facilities therefore.

The inspection or non-inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill the terms of the Contract as herein prescribed by the Specifications.

The Contractor shall furnish the Engineer or his/her authorized representative with every reasonable facility and assistance for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Specifications. If so directed, the Contractor shall, at any time, before the acceptance of the work, remove or uncover any portions of the finished work necessary for inspection. After the inspection, the Contractor shall restore said portions of the work to the condition required by the Specifications.

The Contractor shall furnish written information to the Engineer stating the original sources of supply and dates of manufacture of all materials manufactured away from the actual site of the work. In order to ensure a proper time sequence for required inspection and approval, this information shall be furnished at least two (2) weeks (or otherwise directed by the Engineer) in advance of the incorporation in the work of any such materials.

Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, or obligate the Owner to make final acceptance.

### Article 37. Removal of Defective or Unauthorized Work

All defective work shall be removed, repaired or made good, notwithstanding that such work has previously been inspected and approved or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall at his/her own expense make good such defect in a satisfactory manner. If the defective or unauthorized work to be corrected was originally done by the Contractor, then s/he shall promptly correct his/her own work in accordance with the Contract and without expense to the Owner. If the defective or unauthorized work was carried out by a sub-contractor, then the sub-contractor shall carry out the replacement or corrective work as directed by the Contractor and the Engineer.

Any work done beyond the lines and grades as given, except as herein provided, or any extra work done without authority, shall be considered as unauthorized and at the expense of the Contractor. Such work will not be measured nor compensation allowed therefore. Work so done may be ordered removed at the Contractor's expense.

Upon failure of the Contractor to remove and satisfactorily dispose of any or all defective or unauthorized work, and to remedy the same after being so notified, the Engineer may cause such defective work to be remedied, removed and replaced, and such unauthorized work to be removed; and to deduct the costs therefor from any monies due to become due the Contractor.

### Article 38. Final Inspection Report

Upon presentation of the Contractor's certification that the work has been substantially completed, the Engineer, as the authorized representative of the Awarding Authority, shall carry out a final inspection of the work and shall either certify to the Owner that the work required under the Contract has been substantially completed, or that the

work has not been substantially completed. In the latter event, the Engineer, as the duly authorized representative of the Awarding Authority, shall prepare and submit to the Contractor an itemized list of incomplete or unsatisfactory work items required by the Contract which will be sufficient to demonstrate that the work has not been substantially completed.

Substantial completion shall be as defined in Chapter 30, Section 39G 6f the MGL as most recently amended by Chapter 460 of the Acts of 1978 or as amended thereafter.

Final completion, as required for meeting the requirements of the Contract for completion within the specified time, shall occur when, in the opinion of the Engineer, all work required under the Contract has been completed including all items of work on punch lists issued by the Engineer.

## **CONTROL OF MATERIALS**

### **Article 39. Source of Supply and Quality**

The source of supply of each material shall be approved by the Engineer before delivery is started.

The Contractor shall furnish all materials required for the work specified in the Contract, and said materials shall meet the requirements of the Specifications for the kind of work involving their use.

Only new and first quality materials, conforming to the requirements of these Specifications and approved by the Engineer, shall be used in the work. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources.

The Contractor may be required to furnish sworn certificates as to quality and quantity of materials before said materials are incorporated in the work.

### **Article 40. Samples and Tests**

Not required.

### **Article 41. Delivery and Storage of Materials**

Materials and equipment shall be progressively delivered at the site so there will be neither delay in the progress of the work nor an accumulation of material that is not to be used within a reasonable time.

### **Article 42. Defective Materials**

Not applicable

## **LEGAL RELATIONS AND CONTRACTOR'S RESPONSIBILITY**

### **Article 43. Laws to be Observed**

The Contractor shall keep him/herself fully informed of all existing and future Federal and State Laws, Municipal Ordinances and Federal, State and local Regulations, in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract for this work in relation to any such law, ordinance, regulation, order or decree, s/he shall forthwith report the same to the Engineer in writing. S/he shall, at all times him/herself observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.

The Contractor's attention is directed to the fact that all applicable Federal, State and Municipal laws, rules and regulations of all authorities having jurisdiction affecting the project are deemed to be included herein, the same as though herein written in full. The Contractor's attention is directed to the Occupational Safety and Health Act 29 CFR Part 1926 and all amendments thereto which Act is commonly referred to as OSHA.

## Article 44. Insurance Requirements

### Compensation Insurance for Workmen and Traffic Officers

- A. The Contractor shall, before commencing performance of the Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws, to all persons to be employed under the Contract, and s/he shall continue such insurance in full force and effect during the term of the Contract.
- B. The Contractor shall take out and maintain at his/her own expense, insurance against damage arising from injury to uniformed police, referred to in Article 56, while they are engaged in the performance of their duties. The coverage and provisions of such insurance shall be similar to those required to ensure employees of the Contractor under the Workmen's Compensation Act, and shall be in addition thereto.

### Contractor's Public Liability and Property Damage Liability Insurance

- A. The Contractor shall furnish evidence to the Owner that with respect to the operations s/he performs, s/he carries Contractor's Public Liability insurance providing for a limit of not less than a monetary value specified in the Supplementary Conditions for all damages arising out of bodily injuries or death in any accident, and Contractor's Property Damage Liability Insurance providing for a limit of not less than a monetary value specified in the Supplementary Conditions for all damages arising out of injury to or destruction of property, subject to that limit per accident a total (or aggregate) limit of a monetary value specified in the Supplementary Conditions for all damages arising out of injury to or destruction of property during the policy period.
- B. If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractors to cover their operations.
- C. Such property damage and public liability insurance as are provided under this Contract must cover all the various types and items of work that are to be undertaken. For the purpose of this Contract, the insurance shall be considered to be in full effect from the date of signing of the Contract to the date of the last day of the guarantee period.
- D. To the fullest extent permitted by Laws and Regulations Contractor shall indemnify, defend and save harmless Owner and Engineer and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (A) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of any property (other than the Work itself) including the loss of use resulting therefrom and (B) is caused in whole or in part by any act, error, omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.
- E. If, through acts of neglect on the part of Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against Owner on account of any such damage alleged to have been sustained, Owner shall notify Contractor, who shall indemnify, defend, and save harmless Owner against any such claim.
- F. If any and all claims against Owner or Engineer or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the foregoing paragraphs shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, but in all events the Contractor shall indemnify, defend and hold harmless the Owner and Engineer for all such claims.
- G. The obligations of Contractor under the foregoing paragraph shall not extend to the liability of Engineer, Engineer's consultants, agents or employees arising solely out of the preparation or approval of maps,

drawings, opinions, reports, surveys, Change Orders, designs or specifications.

#### General.

- A. Each insurance policy and each certificate of insurance shall include the name of the Awarding Authority and contain the stipulation that no cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the Contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation, by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that s/he has so sent such notice addressed as aforesaid shall be prima facie evidence on the sending thereof as aforesaid. This section shall apply to the legal representatives, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor.
- B. Satisfactory proof of insurance coverage shall be given to the Owner. Four copies of the insurance certificate shall be furnished prior to the signing of the Contract. A complete policy will be furnished to the Engineer before the beginning of construction operation.
- C. Failure to provide and continue in force all insurance required under the Contract during the life of this Contract shall be deemed a breach of the Contract and shall operate as an immediate termination thereof.
- D. The aforesaid insurance shall be taken out and maintained at Contractor's expense.

#### Article 45. Massachusetts Department of Labor and Industries Minimum Wage Rates

For all Contracts subject to the provisions of Section 39M of Chapter 30 and/or Sections 44A to 44L of Chapter 149 of the Massachusetts General Laws, the Contractor shall comply with the Provisions of Section 26 to 27H, inclusive, of Chapter 149 of the General Laws of Massachusetts, as amended.

#### Article 46. Permits, Licenses and Approvals

The Contractor shall procure at his/her own expense all permits, licenses and approvals, pay all charges and fees and give all notices necessary and due in connection with the lawful prosecution of the work. This shall apply equally regardless of whether the permits and licenses are of a temporary nature necessary for the execution of the work or whether they are for permanent structures or permanent changes in existing facilities. Permits issued by the Town of Longmeadow will be supplied at no charge to the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations having an effect on the work as drawn and specified by the Engineer.

#### Article 47. Patented Devices, Materials and Processes

Whenever the Contractor desires to use any design, device, material or process covered by letters patent or copyright, the right for such use shall be secured by suitable legal agreement with the patentee or Owner, and a copy of this agreement shall be filed with the Owner.

The Contractor shall save and hold the Owner harmless from all loss, cost, damage or expense that it may be put to be reason of any alleged infringements of any patent, or patents, covering the manufacture, installation or use of any part of the apparatus or equipment, or any machinery or mechanism or part of thing installed or used, or installed for the purpose of use in the work hereinafter contemplated. The Contractor does further agree that the Owner shall not be disturbed in the use or operation or installation of work or equipment herein contemplated by litigation based upon such alleged infringements, and the Contractor does hereby further agree that at his/her own expense s/he will defend any and all suits or proceedings for infringement, or otherwise, that may be brought or instituted by any party, persons, companies, or corporations against the said Owner for alleged infringement or infringements of any patent or patents. Notice of such action or of any action under infringement proceedings shall be served on the Contractor at his/her address in writing by registered mail by the Owner.

Said Contractor shall then be required, through counsel, to assume the defense of and to defend same at his/her own expense.

#### Article 48. Sanitary Facilities, Weather Protection and Heat

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of health officials, local and state requirements for weather protection and heat, and of other authorities having jurisdiction.

#### Article 49. Public Safety and Convenience

The Contractor shall be responsible for the maintenance of traffic over, through and around the work included in his/her Contract with the maximum of safety and practicable convenience to such traffic during the life of the Contract, and whether or not work thereon has been suspended temporarily. S/he shall take all precautions for preventing injuries to persons or damage to property in or about the work. If the Contractor constructs temporary bridges or provides temporary crossings of streams, his/her responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

The work shall be carried on in such a manner as to provide safe passage at all times for public travel and with least obstruction to traffic. The convenience of the general public and of residents along and adjacent to the project shall be provided for in an adequate and satisfactory manner. The Contractor shall provide and maintain at his/her own expense (except as otherwise provided herein) in a safe and passable condition, such temporary bypasses and temporary bridges as may be necessary to accommodate traffic on and around the construction; and s/he shall provide and maintain, in a safe condition, temporary approaches to and crossings of intersecting highways.

#### Article 50. Barricades, Warning Signs and Lights

The Contractor shall at his/her own expense provide, place and erect all necessary barricades and warning signs and furnish and keep lighted all lights necessary to protect the work, traffic, pedestrians and animals. S/he shall also furnish at his/her own expense a sufficient number of watchmen at all times to protect the work.

In the event that the Contractor fails to comply with the provisions of the Article, then the Owner shall proceed to make such required improvements detours, by-passes, etc., as s/he believes necessary. The Owner shall, at his/her own discretion, either proceed with said work immediately or after a suitable time limit specified in a notice to the Contractor. The cost of said work will be borne by the Contractor.

#### Article 51. Protection and Restoration of Property

The Contractor shall, at his/her own expense, preserve and protect from injury all property either public or private along and adjacent to the project, and s/he shall be responsible for and repair at his/her own expense any and all damage and injury thereto.

The Contractor shall comply with the provisions of Chapter 82, Section 40 of the Massachusetts General Laws and shall notify public utility companies in writing at least 48 hours before excavating in a public way. For the purpose of this Contract, this requirement for advance notice in writing shall apply to all utilities, both public and private, and shall apply to all locations at which construction is to be carried out.

Fire hydrants adjacent to the work at all times shall be readily accessible to fire apparatus and no material or other obstructions shall be placed within a radius of ten (10) feet of a fire hydrant.

The Contractor shall confine his/her movements and operations to the limits of the location; the area outside the scope of work shall not be disturbed.

Land monuments and property markers shall be carefully protected. If the Engineer deems it necessary to remove the same, the Contractor shall do so only after a Land Surveyor, registered in the Commonwealth of Massachusetts, has witnessed or otherwise referenced their location. When so directed by the Engineer, the Contractor shall authorize his/her designated registered Land Surveyor to return said monuments and property markers to their exact location.

The Contractor shall not injure or remove trees or shrubs without prior written approval of the Engineer. Trees and shrubs temporarily removed shall be replaced. If any such tree or shrub fails to survive transplanting, it shall be replaced by a tree or shrub of same species and similar size.

## Article 52. Responsibility for Claims

The Contractor shall assume complete responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work. All injury or damage of whatever nature resulting from the work, or resulting to persons, property or the work during its progress, from any cause whatsoever, shall be the responsibility of and borne by the Contractor. S/he shall bear all losses resulting on account of the amount or character of the work, or on account of the weather elements or on account of other causes.

Damage to materials furnished by the Owner or damage to the Owner's property, either now existing or constructed under this Contract, and all loss or deterioration occurring prior to the final acceptance of the work, and resulting from the Contractor's operations, shall be replaced by the Contractor at no expense to the Owner.

The Contractor shall indemnify the Owner and the Consulting Engineer in accordance with provisions of last four paragraphs of Article 44, Section 2. Contractor's Public Liability and Property Damage Liability Insurance of these General Conditions.

## Article 53. Contractor's Responsibility for the Work

Until its final acceptance by the Owner, the Contractor shall assume full charge and care of the work and s/he shall take every necessary precaution against injury or damage to the work by action of the elements, or from any cause whatsoever, whether arising from the execution or non-execution of the Contract. The Contractor shall bear all losses resulting to him/her on account of the amount or the character of the work, or because the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements, or other causes.

The Contractor shall rebuild, repair, restore and make good at his/her own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before the completion and acceptance of the work by the Owner. Issuance of partial payment on any part of the work done shall not be construed as final acceptance of any work completed up to that time.

The Contractor shall reimburse the Owner for all expenses, losses, or damages, as determined by the Engineer, incurred by or in consequence of any defect, act, omission, neglect, or mistake of the Contractor, his/her employees, or Subcontractors.

The Contractor will be held responsible for any and all claims for damage to underground structures such as water or gas mains, pipes, conduits manholes or catch basins, due to his/her operations or to the operations of any of his/her employees or Subcontractors.

## Article 54 No Waiver of Legal Rights

Neither the inspection by the Owner nor any of its employees or agents, nor any order, measurement or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Engineer or Owner, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided. A waiver of any breach of the Contract is not a waiver of any other or subsequent breach. Any remedy provided in the Contract shall be taken and construed as cumulative, that is in addition to each and every other remedy, herein provided; and the Owner shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of the Contract.

## Article 55. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe the utmost care not to endanger life and property and whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS - EXPLOSIVES," and shall be in the care of competent watchmen at all times. The method of storage and handling explosives and highly inflammable materials shall conform with all the State laws and regulations, as well as any local requirements.

The Contractor must comply with all requirements of State and local laws, rules and regulations, Officers,



Authorities and Boards in using explosives. All necessary permits must be obtained by the Contractor from the proper Offices, Departments and Boards prior to such use of explosives. The Contractor shall give prior written notification of each day's contemplated use of explosives to the local Fire Department and Police Department.

Prior to blasting, the Contractor shall serve reasonable notice thereof to the operation official or company, or companies, leasing or owning pipes, conduits, poles, wires, etc., in danger of being injured by the blasting in order that a representative of said Owner or lessees may be present at the site, and s/he shall take proper precaution to prevent such injury by the use of sufficient signage. No blasting shall be attempted until sufficient warning has been given to all persons in the vicinity of the work.

The cost of additional bond or insurance, if any, required by the Owner and/or his/her agents, or by other duly authorized officials, shall be borne by the Contractor. No extra compensation will be paid the Contractor for the additional risk involved in blasting, for the additional cost of the extreme precautions required for safe blasting or for the additional cost of bonds or insurance required.

#### **Article 56. Traffic Officers and Flagmen**

Not anticipated for this project, but when in the opinion of the Owner, it is necessary that uniformed police be used to direct traffic, s/he may request the Contractor to obtain, in addition to the usual employees of the Contractor, a reasonable number of uniformed police, and the Contractor shall request the local Police Department to furnish such officers. These uniformed police shall at all times be subject to the direction and control of the Contractor.

Payment for police officers employed on the project as traffic officers shall be made pursuant to the provisions of Section 53C of Chapter 44 of the General Laws. This act requires that police officers when engaged on this project be municipal employees and that payment to them shall be made by the Owner's Treasurer. The cost of traffic officers will be borne by the Owner, unless otherwise specified in the Special Provisions or General Conditions.

#### **Article 57. Temporary Use of Work**

Any portion of the work which is in an acceptable condition for use may be opened for use as directed and such opening for use shall not be construed as an acceptance of the work, or part thereof, nor shall it act as a waiver of any of the provisions of these Specifications and the Contract. The Contractor shall make at his/her own expense any and all necessary repairs or renewals to the work due to said opening for use under instructions from the Engineer, as well as to defective materials and work, natural causes, to ordinary wear and tear or otherwise, preceding completion and acceptance of the work. Completed sections of the work shall be maintained by the Contractor in an acceptable manner, until the final acceptance of the Contract. S/he shall not permit use of any portion of the work unless so authorized by the Engineer.

### ***PROSECUTION AND PROGRESS***

#### **Article 58. Subletting or Assignment of Contract**

The Contractor shall give his/her personal attention constantly to the faithful prosecution of the work, shall keep the same under his/her personal control, and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof without the previous written consent of the Owner and shall not, either legally or equitably, assign any of the monies payable under this agreement, or his/her claim thereto, unless by and with the like consent of the Owner. S/he shall be responsible for the acts, omissions, neglect and mistakes of his/her Subcontractors, if any, and of all persons directly or indirectly employed by him/her or them in connection with the work.

For Contracts subject to the provisions of Section 39M of Chapter 30 and Sections 44A to 44L of Chapter 149 of the Massachusetts General Laws, the Contractor shall comply with the provisions of Section 179A of Chapter 149 of the General Laws, relative to preference to citizens.

## Article 59. Schedule of Operations

Before commencing work, the Contractor shall submit a schedule of operations for approval by the Engineer. The schedule shall show the methods and order of operations that the Contractor proposes to use. Said schedule shall establish separable portions of the work although other items of work may also be considered "separable portions" of the work. Time for completion of each separable portion shall become an essential part of the Contract and shall be enforceable pursuant to the provisions of Articles 60, 61, 62 and 64. The approval of the schedule by the Engineer shall not be construed as relieving the Contractor from any responsibility.

## Article 60. Prosecution of Work

The Contractor shall commence work within seven (7) calendar days after the execution of the Contract, or within such other period as the Engineer shall authorize in writing (approved by the Owner), at such points as the Engineer may direct, and s/he shall thereafter prosecute the work at such points and in such order as the Engineer may from time to time prescribe.

Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

It is the purpose of the Owner to complete the work in the shortest time possible and consistent with approved construction. To this end, Contractors will be required to use improved methods and equipment for doing the work and various parts thereof. All equipment shall be complete and well designed, and the organization shall be efficient and effective.

If, at the sole discretion of the Engineer, it is necessary at any time, the Contractor shall, when directed, employ such forces and equipment for one or more additional shifts as will be required to ensure the proper completion of the work. The Contractor shall provide and maintain sufficient lights for the safety of his/her construction forces and to ensure the proper construction, inspection and prosecution of the work, any lights necessary to protect the work or the public. The Contractor shall not receive any compensation therefore in addition to the Contract price.

The Contractor shall work diligently and steadily on the project. When ordered in writing by the Engineer, the Contractor shall resume work and/or increase personnel and equipment to accelerate progress. Failure of the Contractor to comply with said order within five (5) calendar days of receipt of same shall be considered as abandonment of the Contract. The Contractor shall not receive any compensation therefore in addition to the Contract price.

If the work is abandoned by the Contractor, the Owner may, without further notice and without in any way affecting the terms of the Contract, make such arrangements as deemed necessary and proper to complete the work. The Owner may either direct the bonding company to complete the work, may order the completion of the work with his/her own forces, or may employ another Contractor to complete the work.

## Article 61. Delay in Commencing Work

The Owner may delay the commencing of the work, or any part thereof, if the Owner shall deem it best for its interests to do so. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to an equivalent extension of time in which to complete the whole or any portion of the work required under the Contract. The Contractor shall have no claim for damages on account of any delay on the part of the Owner in performing or furnishing any work or materials to be performed or furnished by the said Owner in connection with the execution of the work covered by the Contract.

## Article 62. Limitations of Operations

The Contractor shall so limit his/her operations and carry on his/her work in such a manner and sequence as to ensure the least possible interference with traffic and abutters. The Owner reserves the right to limit the prosecution of the work to such points and in such order as the Engineer may direct.

## Article 63. Character of Workers

The Contractor shall employ only competent employees to do the work, and whenever the Engineer shall notify the Contractor in writing that any worker is, in his/her opinion, incompetent, unfaithful, disorderly or otherwise

unsatisfactory, such worker shall be discharged from the work, and shall not again be employed on it except with the consent of the Engineer.

#### Article 64. Temporary Suspension of Work

The Engineer shall have the authority to suspend the work wholly or any part thereof, for such periods as s/he shall deem necessary because of unsuitable weather conditions, or failure to complete adjacent contracts, or to provide time for moving of utilities, or for such other causes as are considered unfavorable for the satisfactory prosecution of the work, or for such time as s/he may deem necessary due to the failure of the Contractor to carry out orders given or to perform any provision of the Contract. Upon receipt of written order from the Engineer, the Contractor shall immediately suspend work or such part thereof in accordance with the order. The work shall be resumed when conditions so warrant or deficiencies have been corrected and the conditions of the Contract satisfied as ordered or approved in writing by the Engineer. No work shall be suspended without the written permission of the Engineer. No allowance of any kind will be made for suspension of work by order of the Engineer, except for an extension of time equal to the period of suspension.

Pursuant to Section 390 of Chapter 30, every Contract subject to the provisions of Section 39M of Chapter 30 or subject to Section 44A of Chapter 149 of the Massachusetts General Laws shall be subject to the following provisions:

The Awarding Authority may order the General Contractor in writing to suspend, delay, or interrupt all or any part of the work for such 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 for fifteen days or more or 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 provided further, that the Awarding Authority shall not make any adjustment in the Contract 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 an equitable adjustment of the Contract price under any other Contract provisions.

The General Contractor must submit the amount of a claim under provision (A) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

#### Article 65. Failure to Complete Work on Time

On or before the date stated in the proposal for completion which is **August 10, 2021**, the whole work shall have been performed in accordance with the terms of the Contract. The time in which the various portions and the whole of the Contract are to be performed and the work is to be completed is an essential part of the Contract.

In case the work embraced in the Contract shall not have been completed by the time stipulated therein (according to the foregoing requirements) the Contractor shall reimburse to the Owner a sum of money equal to the amount that the Owner is required to spend as a result of the delay in completion of the work. This amount shall include all identifiable costs including but not limited to engineering, inspection, interest and financing costs, loss of Federal and/or State grants, and fines imposed by regulatory agencies.

The Engineer is to constitute an adjudicator in regard to this Article of the Contract. S/he is to determine the cost of loss suffered by the Owner as a result of the delay in completion of the work. In addition to expenses incurred by the Town resulting from the delay in completion of the work, the Contractor will be liable for liquidated damages in the amount of \$100.00 per calendar day for work not completed beyond the stated for the completion of work, **August 10, 2021**, the Substantial Completion date

Whatever sum of money may become due and payable to the Owner by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the Owner; and it is agreed that this Article is to be construed and treated both by the parties to the Contract and by all courts of law or equity, not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the Proposal, but as liquidated damages to compensate the said Owner for all damages actually

suffered because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the Proposal.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

#### **Article 66. Annulment of Contract**

If the Contractor shall be adjudged a bankrupt, or if s/he shall make a general assignment for the benefit of his/her creditors, or if a receiver of his/her property shall be appointed, or if the work to be done under the Contract shall be abandoned, as set forth in Article 60, or if the Contract or any part thereof shall be sublet without the previous written consent of the Owner (Article 57), or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Owner that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract, the Owner may notify the Contractor to discontinue all work, or any part thereof; and thereupon the Contractor shall discontinue such work, or such part thereof as the Owner may designate, and the Owner may thereupon, by contract or otherwise as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion the Owner for itself or its agents may take possession of and use or cause to be used in the completion of the work or part thereof, any such materials, machinery, implements or tools of every description as may be found upon the site of said work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use, nor until removed by the Contractor after completion of the work. Unless so removed within fifteen (15) days after mailing of notice so to do, they may be sold at public auction, after publication of notice thereof at least twice in any newspaper published in the Town, and the proceeds credited to the Contractor's expense subject to a lien for the storage charges.

If the Engineer shall certify that the rate of progress is not satisfactory, the Owner may, instead of notifying the Contractor to discontinue all work or any part thereof, notify him/her from time to time to increase the force, equipment and plant, or any of them, employed on the whole or any part of the work, stating the amount of increase required; and unless s/he shall within five (5) calendar days after any such notice, increase his/her force, equipment and plant to the extent required therein, and maintain and employ the same from day to day until completion of the work or such part thereof or until the conditions as to the rate of progress shall, in the opinion of the Engineer, be fulfilled, the Owner may employ and direct the labors of such additional force, equipment and plant as may, in the opinion of the Engineer, be necessary to ensure the completion of the work or such part thereof within the time specified, or at the earliest possible date thereafter, and the cost thereof is to be borne by the Contractor and his/her sureties, as directed. Neither the notice from the Owner to the Contractor to increase his/her force, equipment or plant, nor the employment of additional force, equipment or plant by the Owner shall be held to prevent a subsequent notice from the Owner to him/her to discontinue work under the provisions of the preceding portion of the Article.

All expenses charged under this Article shall be deducted and paid for by the Owner out of any monies then due or to become due the Contractor under the Contract, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or for ensuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor and/or his/her surety. In case the expenses so charged are less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expenses shall exceed the said sum, the Contractor and his/her surety shall pay the amount of the excess to the Owner upon completion of the work, without further demand being made therefore.

### ***MEASUREMENT AND PAYMENT***

#### **Article 67. Measurement of Quantities**

For unit price Contracts, the Engineer shall determine the quantities of the various items of work performed.

Upon the completion of the work and after the final inspection report is made as described in Article 38, the Engineer will make final measurement to determine the quantities of the various items of work performed as the

basis for final payment. All measurements shall be made according to the United States standard units of measurements, unless stated otherwise.

All measurement and payment will be made in accordance with the MHD "Standard Specifications for Highways and Bridges". The low-bid contractor is advised that no award will be made until the Town has accepted the Contractor's Process/Quality Control Plan as outlined in the Special Provisions.

Throughout the duration of the project, all materials which are specified for measurement by weight shall be weighed on standard scales. If materials are shipped by rail or trucks, the car weights or quarry weights may be accepted. The Owner reserves the right to require the Contractor to furnish sealed scales.

#### Article 68. Scope of Payments

The Owner will pay and the Contractor shall receive and accept the compensation as herein provided, in full payment for the furnishing of all materials, labor, tools and equipment and for performing all work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work and until its final acceptance by the Owner, and for all risks or every description connected with the prosecution of the work, also for all expenses incurred by, or in consequence of the suspension or discontinuance of the said prosecution of the work as herein specified, and for any infringement of patent, trade-mark or copyright, and for completing the work in an acceptable manner according to the Specifications.

The payment of any current estimate, or of any retained percentage shall in no way constitute an acknowledgment of the acceptance of the work or in no way or degree prejudice or affect the obligation of the Contractor, at his/her own cost and expense, to repair, correct, renew or replace any defects and imperfections in the construction of, or in the strength of, or quality of materials used in or about the construction of the work under Contract and its appurtenances, as well as all damages due or attributable to such defects; which defects, imperfections or damages shall have been discovered on or before the final inspection and acceptance of the work. The Engineer shall be the sole judge of such defects, imperfections, or damages and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

The compensation provided herein is to include the cost of the ONE YEAR guarantee period as specified under Articles 27 and 75.

#### Article 69. Claims Against Contractors

The Contractor shall pay all bills for labor and materials contracted by him/her and for the rental of appliances and equipment hired by him/her for or on account of the work herein contemplated.

The Owner may keep any monies, which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expense, losses or damages incurred by the Owner and determined as herein provided, and may retain, until all claims are settled, so much of the monies as the Owner shall be of opinion will be required to settle (1) all claims against the Owner and its officers and agents as specified in Article 52 and 53, and (2) all claims for labor performed or furnished, for materials used or employed in such construction or repair, including lumber so employed which is not incorporated in the construction or repair work and is not wholly or necessarily consumed or made so worthless as to lose its identity but only to the extent of its purchase price less its fair salvage value, and for the rental or hire of vehicles, shovels, excavating and backfilling equipment, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed.

If the monies retained under the Contract are insufficient to pay the sum due under the claims for labor and materials and for the rental of appliances and equipment filed as aforesaid, the Owner may, at its discretion, pay the same, and the Contractor shall repay to the Owner all sums so paid. The Owner may also, with the written consent of the Contractor, use any monies retained, due or to become due under the Contract, for the purposes of paying for labor and materials and for the rental of appliances and equipment for the work for which claims have not been filed as specified above. It is understood that the security required by Section 29 of Chapter 149 of the General Laws is obtained both by the bond accompanying the Contract and by the power of the Owner to retain and pay money under the provisions of this Article, but the release of one shall in no way impair or discharge the other.

Pursuant to the provisions of Chapter 30 Section 39F of the Massachusetts General Laws, the following subparagraphs (A) through (I) included herein are binding between the General Contractor and each Subcontractor on every Contract awarded pursuant to Sections 44A through 44L inclusive of Chapter 149 of the Massachusetts General Laws and the sub-paragraphs (A) through (H) are binding between the General Contractor and each Subcontractor on every Contract awarded pursuant to Section 39M of Chapter 30 of the Massachusetts Laws.

Forthwith after the General Contractor received payment on account of a periodic estimate, the General Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due for the Subcontractor by the General Contractor.

Not later than the sixty-fifth day after each Subcontractor substantially completes his/her work in accordance with the Specifications, the entire balance due under the Subcontractor less amounts retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the Subcontractor; and the Awarding Authority shall pay that amount of the General Contractor. The General Contractor shall forthwith pay to the Subcontractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.

Each payment made by the Awarding Authority to the General Contractor pursuant to subparagraphs (A) and (B) of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the General Contractor for the account of that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the General Contractor to make each such payment to each such Subcontractor. If the Awarding Authority has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the General Contractor or which is to be included in a payment to the General Contractor for payment to the Subcontractor as provided in subparagraphs (A) and (B), the Awarding Authority shall act upon the demand as provided in this section.

If, within seventy days after the Subcontractor has substantially completed the Subcontract work, the Subcontractor has not received from the General Contractor the balance due under the Subcontractor including any amount due for extra labor and materials furnished to the General Contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the Subcontractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the General Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the Subcontract and also a statement of the status of completion of the Subcontract work. Any demand made after substantial completion of the Subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the Subcontract work. Within ten days after the Subcontractor has delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the General Contractor, the General Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the Subcontract including any amount due for extra labor and materials furnished to the General Contractor and of the amount due for each claim made by the General Contractor against the Subcontractor.

- A. Within fifteen days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth day after substantial completion of the Subcontract work, the Awarding Authority shall make direct payment to the Subcontractor of the balance due under the Subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount (1) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (2) specified in any court proceedings barring such payment, or (3) disputed by the General Contractor in the sworn reply; provided, that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (3) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (D). The Awarding Authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (1) and (2) of this subparagraph.
- B. The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (3) of subparagraph (E) in an interest-bearing joint account in the names of the General Contractor and the

Subcontractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the General Contractor and the Subcontractor and shall notify the General Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the General Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

- C. The Awarding Authority shall deduct from payments to a General Contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph (F), are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractor shall have a right in such deductions prior to any claims against such amounts by creditors of the General Contractor.
- D. If the Subcontractor does not receive payment as provided in subparagraph (A) or if the General Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (A), the Subcontractor may demand direct payment by following the procedure in subparagraph (D) and the General Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the General Contractor. Thereafter the Awarding Authority shall proceed as provided in subparagraph (E), (F), (G) and (H).

#### Article 70. Payment for Increased or Decreased Quantities

An increase in quantities of work to be performed (as set forth in Articles 3, 22 and 23) will be paid for at the Contract unit price for the actual work done, in the same manner as if such work had been included in the original estimated quantities. No allowance will be made for anticipated profits involved in changes in quantities from those quantities originally estimated.

Changes involving extra work will be paid for according to the method stipulated in the extra work orders.

#### Article 71. Omitted Items

The Engineer may order omitted from the work any items or portions of the work found unnecessary to the improvement. Such omission shall not operate as a waiver of any condition of the Contract nor invalidate any of the provisions thereof, nor shall the Contractor have any claim for anticipated profit.

#### Article 72. Payment for Extra Work

Extra work will be paid for in accordance with the accepted and approved extra work orders according to procedures outlined in Articles 22 and 23.

The determination of the Engineer shall be final upon all questions pertaining to the amount and value of extra work performed.

In making any change contemplated, the charge or credit for the change shall be determined by the Owner in one of the following methods prior to the issuance of the order for the changed work:

The order shall fix the total lump sum cost of the change in the work as mutually agreed on between the Owner and the Contractor and shall set out such cost as the amount to be added to or deducted from the Contract amount by virtue of the change in the work. The cost as above shall include the Contractor's overhead and profit subject to a maximum limitation of fifteen (15) percent. In any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price (which price shall include the Contractor's overhead and profit) for a unit quantity thereof. Unit prices refer to unit prices bid herein. In the event there are no unit prices in the Proposal that are applicable, the Owner and the Contractor may work out a mutually agreeable unit price. The Engineer shall determine whether or not the unit prices in the Proposal are applicable to the extra work under consideration.

By ordering the Contractor to proceed with the work and to keep and present in such forms as the Owner may direct, a correct account of the cost of the change together with all vouchers therefore. The cost may include a lump sum allowance (fixed fee) for profit and overhead of fifteen (15) percent. The Contractor's labor costs may be increased by the cost of the various health, welfare, and liability insurance s/he is required to carry.

In figuring changes, the instructions for measurement of quantities set forth in the General Conditions and Special Provisions shall be followed insofar as possible. Items such as shovels, picks, small tools, manual equipment, melting pots, etc. shall be considered as part of the Contractor's overhead.

For machinery, trucks and equipment, a standard rental allowance shall be charged. A reasonable rental allowance determined by the Engineer based on published rates and reasonable rental periods shall be used. If a piece of equipment used on extra work for a short period of time (hours or days) is on the job, or has previously been rented for a long period of time (months) then the long-term rental rate shall be used in determining costs

In the case of any extra work ordered by the Owner and completed by a Subcontractor on the project, the General Contractor will be allowed to increase the Subcontractor's cost to him/her by 5% to cover bookkeeping costs, overhead, etc. In determining costs, the Subcontractor is to use one of the three methods described herein above, as directed by the Engineer.

### Article 73. Partial Payments

For unit price Contracts, the Engineer shall, once in each month, make an estimate in writing of the total value of the work completed to the time of such estimate.

During the last week of each month for the duration of the Contract, the Contractor shall submit to the Engineer for review and comment a draft of each partial payment request. The Engineer shall promptly review and return the payment request with appropriate notations to the Contractor for correction and re-submission.

The Owner shall retain a fixed percentage of each monthly estimate as part security for the fulfillment of the Contract by the Contractor. The maximum retainage shall be 5% or any other amount as defined in MGL. The Owner may at its sole option reduce retainage as it deems this to be prudent.

The Owner shall pay monthly to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting there from all previous payments and all sums to be kept or retained under the provision of this Contract.

No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in his/her judgment the total value of the work done since the last estimate amounts to less than three hundred (\$300) dollars.

It is the intention of this Article of the Specifications to control the delivery of materials and equipment to the project so that materials and equipment are available when required but not unreasonably in advance of the time required.

Major process equipment must be suitably stored in order to be included in the periodic payments. Suitably stored shall mean storage in a dry, watertight, heated and insured commercial warehouse facility approved by the Engineer in writing. All drive motors shall be equipped with thermostatically controlled strip heaters. The Owner assumes no responsibility for physical damage to the equipment, corrosion, damage to motors due to condensation or any other factors which render equipment defective.

Partial payment requests for so-called "engineering costs" by equipment manufacturers shall not be honored by the Owner. All such costs shall be distributed proportionately among the various items of equipment/hardware to be furnished.

For Contracts awarded under Sections 44A to 44L of Chapter 149, the following paragraph is included pursuant to the provisions of Section 39K, Chapter 30 of the Massachusetts General Laws:

Within fifteen days (twenty-four days in the case of the Commonwealth) after receipt from the Contractor, at the place designated by the Awarding Authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Awarding Authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Awarding



Authority, less (1) a retention based on its estimate of the fair value of its claims against the Contractor and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of Section 39F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (A) the Contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the Awarding Authority, less than one percent of the original Contract price, or (B) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first, the Awarding Authority shall pay the Contractor the entire balance due on the Contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of Section 39F, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F. If the Awarding Authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the Commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Awarding Authority if such a place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any interest paid in accordance with the amount due each Subcontractor.

Partial payments shall not be construed as acceptance of title.

The Owner may increase the retained percentage as security for claims or costs incurred under Articles 60, 64, 65 and 68, or any other section of the Contract.

#### Article 74. Acceptance and Final Payment

Final payment shall be made pursuant to the provisions of M.G.L. Chapter 30, Section 39G or 39K, as applicable.

For unit price Contracts, the Engineer shall, as soon as practicable after the satisfactory completion of the final inspection report (Article 38), make a final estimate of the value of work constructed. This final estimate shall contain all final quantities for all items of the Contract and for all extra work authorized. This final estimate shall be submitted to the Contractor for certification.

For lump sum Contracts, the Contractor shall submit to the Engineer for review and comment a draft of the final payment request, including claims for all extra work authorized. Upon approval by the Engineer, the final payment request shall be certified by the Contractor.

The Owner shall, upon approval of the final estimate certified by the Engineer and the Contractor, issue a semi-final partial payment providing for payment of all amounts due less the percentage retainage and any amounts due the Owner.

All prior estimates and payments shall be subject to correction at the time of preparation of the final estimate.

#### Article 75. Guarantee Period

The Contractor shall guarantee all work under this Contract for a period of ONE YEAR from the date of the final inspection report, unless otherwise specified. The cost of the guarantee is to be included by the Contractor in his/her proposal form Contract and no additional payment will be provided.

The guarantee shall cover and include all workmanship, materials, equipment, and performance, and all combinations thereof required in the work under the Contract. Any and all defects and/or deficiencies which become evident during the guarantee period shall be corrected, repaired, replaced, or otherwise remedied to the satisfaction of the Owner and Engineer at no cost of any nature to the Owner or Engineer.

**SECTION B**  
**SPECIAL PROVISIONS**

**SUBSECTION B-1**  
**DESCRIPTION OF WORK**

## ***SPECIAL PROVISIONS***

### **SCOPE OF WORK:**

#### **Description:**

Work under this item shall include the furnishing of equipment and labor associated with eliminating tripping hazards where a settlement or tree root intrusion has caused a differential grade change on sidewalks or concrete drives. Throughout the Town of Longmeadow abrupt changes in sidewalk, walking surfaces requires corrective action in order to eliminate potential tripping hazards. Two methods proven to be effective involve grinding or horizontal saw cutting depending on the severity of the differential encountered. The technique selected shall be based on an evaluation in the field of the existing concrete conditions, the severity of the differential, and the effectiveness of the method to produce a safe transition of no more than 10%. Surface finish to be abrasive.

#### **Materials and Equipment:**

The contractor shall provide a description of the equipment to be used for grinding or horizontal saw cutting effort. Submittal for such equipment shall identify the type of blades used, size of machinery, noise level of the equipment and manufacturers recommendation on grinding or saw cutting techniques to insure an abrasive concrete cut for approval by the Town Engineer or his designee. The Town reserves the right to reject the equipment should the performance not meet the intention of these specifications. Other equipment or materials shall be provided as necessary to remove excess stone dust or rubble as required. Equipment or combination of equipment must be capable of removing 225 linear feet of 2.5-inch differentials per day.

#### **Quality Assurance:**

The contractor must be authorized to use the described equipment to grind or saw cut concrete sidewalk or concrete slabs. Additionally, the primary operator of the equipment shall have a demonstrable minimum of three years' experience. If requested the contractor shall provide a list of at least three (3) recommendations, and examples of prior work completed. Should the contractor fail or be unable to produce the required information for evaluation the Town reserves the right to reject the bid proposed for the work.

#### **Construction Methods:**

The contractor shall mobilize on sites that may vary throughout the Town, where as directed by the Town Engineer or his designee have been identified differential sidewalk grade adjustments are needed. During the course of the work, the sidewalk passage shall be detoured in accordance with approved traffic patterns as established by the Town Engineer or his designee. Should the work take less than fifteen (15) minutes a request for a waiver may be granted, providing any pedestrian needing to travel on the sidewalk can do so. Where differentials occur less than 2.5" inches, the grinding or horizontal saw cutting must produce a uniform transition no greater than 10%. At the toe where the former differential began, the remaining lip shall be flush

with the leading concrete slab. All grinding or saw cutting shall be free of gouges and be of a neat appearance without creating a slippery surface when wet. The contractor shall control all dust and clean all areas of debris once completed.

**Work Schedule:**

The Contractor shall notify the Town Engineer or designee at (413) 567-3400 at least forty-eight (48) hours in advance of the start of any work associated with this Contract. No work shall be performed at night or on weekends, or legal holidays except in the case of an emergency and only to the extent necessary to make the work safe. The normal workday shall be fall between 7:00 AM and 5:00 PM, Monday through Friday. The Town Engineer or his designee's written approval will be required to work outside of the prescribed times

**Method of Measurement:**

All work under this item shall be paid based on the number of linear feet ground or saw cut or both to produce a safe transition that eliminated the sidewalk differential as specified.

**Basis of Payment:**

Payment for this item shall constitute full compensation for a completed transition as approved including all labor, equipment. Associated overhead, mobilization for traveling throughout the Town to points where differential sidewalk grade adjusts are required and any incidentals. No compensation will be made, for traffic control (non-police) or other incidentals necessary to produce a transition as specified.

**WORK SCHEDULE AND PROVISIONS FOR TRAVEL:**

Work on this project is restricted to a normal 8-hour day, 5-day week, with the prime contractor and all subcontractors working the same shift. Work on this project shall be completed no later than **August 10, 2021**, the Substantial Completion date.

Under no circumstances will the Contractor be allowed to perform any work on any road in Town without proper preparation of that road.

No work shall be done on this contract on Saturdays, Sundays, or holidays, unless prior approval from the Engineer is obtained. Work will not be allowed the day before or the day after a long weekend which involves a holiday without prior approval of the Engineer.

Work shall be scheduled so that the disruption to traffic and to residents shall be at a minimum at all times. Work may proceed beyond 8 hours on a daily basis.

**PRECONSTRUCTION CONFERENCE:**

Following contract award, a conference will be held at the Department of Public Works office located at 170 Dwight Road, Longmeadow MA 01106, on a date to be arranged. At that time, the Contractor will be required to submit a schedule/method of operations. This conference will cover at minimum information pertaining to scheduling of work on the roads, notifying the police department for traffic control, and daily methods of communication between the Contractor and

the Town.

### **PROTECTION OF UNDERGROUND UTILITIES:**

As applicable to this project, the Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc., will occur.

The Contractor shall notify "MASS. DIG SAFE" and procure a DIG SAFE number for each location prior to disturbing existing ground in any way.

The DIG SAFE call center # is 811.

### **MASSACHUSETTS HIGHWAY DEPARTMENTS, AS APPLICABLE**

As applicable to this project, all work done under this contract shall be in conformance with the Massachusetts Highway Department STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES dated 1988, as amended in all of the SUPPLEMENTAL SPECIFICATIONS issued, 1977 CONSTRUCTION STANDARDS and the SUPPLEMENTAL DRAWINGS DATED APRIL 2003; the 1996 WHEELCHAIR RAMP STANDARDS, the latest edition of the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), the 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, the 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING and the AMERICAN STANDARDS FOR NURSERY STOCK (ANSI-Z60.1-1990), as amended, the PLANS, and these SPECIAL PROVISIONS.

### **PUBLIC CONVENIENCE AND SAFETY:**

As applicable to this contract, the Contractor shall prosecute his work so that traffic will be maintained over and through the work site with a maximum of safety and convenience in accordance with the provisions of Section 7.09 of the MHD STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, Public Safety and Convenience.

When, in the judgment of the Engineer, construction operations constitute a hazard to traffic in an area, the Contractor may be required to suspend operations during certain hours and to remove his equipment from roadways.

### **INTERPRETATION OF BASIC ESTIMATED QUANTITIES:**

Attention is directed to the provisions of Subsection 2.02 of the STANDARD SPECIFICATIONS..., and to the fact that the basic estimate of quantities of work to be done are based on observations and available data, and the preliminary field measurements of the existing ground were not made with survey instruments ordinarily employed. The estimated quantities are approximate and should be used only as a guide.

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

### **COMMUNICATION:**

The Contractor shall have readily accessible communication with the Engineer (or other Town authorized representative connected with this project) for circumstances requiring authorized decisions related to the work.

**SECTION C**  
**STATE MANDATORY FORMS**

**SUBSECTION C-1**  
**STATE MINIMUM WAGE RATES**





**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**

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Town of Longmeadow

**Contract Number:**

**City/Town:** LONGMEADOW

**Description of Work:** Grinding and leveling of existing sidewalks.

**Job Location:** Longmeadow, Various

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.65	\$8.60	\$15.50	\$0.00	\$56.75
	06/01/2021	\$33.49	\$8.60	\$15.50	\$0.00	\$57.59
	12/01/2021	\$34.32	\$8.60	\$15.50	\$0.00	\$58.42
	06/01/2022	\$34.94	\$8.60	\$15.50	\$0.00	\$59.04
	12/01/2022	\$35.57	\$8.60	\$15.50	\$0.00	\$59.67
	06/01/2023	\$36.19	\$8.60	\$15.50	\$0.00	\$60.29
	12/01/2023	\$36.82	\$8.60	\$15.50	\$0.00	\$60.92
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.65	\$8.60	\$13.44	\$0.00	\$54.69
	06/01/2021	\$33.49	\$8.60	\$13.44	\$0.00	\$55.53
	12/01/2021	\$34.32	\$8.60	\$13.44	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	12/01/2020	\$34.29	\$12.80	\$8.95	\$0.00	\$56.04
ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.65	\$8.60	\$15.50	\$0.00	\$56.75
	06/01/2021	\$33.49	\$8.60	\$15.50	\$0.00	\$57.59
	12/01/2021	\$34.32	\$8.60	\$15.50	\$0.00	\$58.42
	06/01/2022	\$34.94	\$8.60	\$15.50	\$0.00	\$59.04
	12/01/2022	\$35.57	\$8.60	\$15.50	\$0.00	\$59.67
	06/01/2023	\$36.19	\$8.60	\$15.50	\$0.00	\$60.29
	12/01/2023	\$36.82	\$8.60	\$15.50	\$0.00	\$60.92
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.65	\$8.60	\$13.44	\$0.00	\$54.69
	06/01/2021	\$33.49	\$8.60	\$13.44	\$0.00	\$55.53
	12/01/2021	\$34.32	\$8.60	\$13.44	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - BOILERMAKER - Local 29**

**Effective Date - 01/01/2020**

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

**Notes:**

**Apprentice to Journeyworker Ratio:1:4**

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2021	\$44.16	\$11.39	\$20.02	\$0.00	\$75.57
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	08/01/2021	\$45.56	\$11.39	\$20.18	\$0.00	\$77.13
	02/01/2022	\$46.09	\$11.39	\$20.18	\$0.00	\$77.66

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

**Effective Date - 02/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.08	\$11.39	\$20.02	\$0.00	\$53.49
2	60	\$26.50	\$11.39	\$20.02	\$0.00	\$57.91
3	70	\$30.91	\$11.39	\$20.02	\$0.00	\$62.32
4	80	\$35.33	\$11.39	\$20.02	\$0.00	\$66.74
5	90	\$39.74	\$11.39	\$20.02	\$0.00	\$71.15

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$11.39	\$20.18	\$0.00	\$54.35
2	60	\$27.34	\$11.39	\$20.18	\$0.00	\$58.91
3	70	\$31.89	\$11.39	\$20.18	\$0.00	\$63.46
4	80	\$36.45	\$11.39	\$20.18	\$0.00	\$68.02
5	90	\$41.00	\$11.39	\$20.18	\$0.00	\$72.57

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING <i>ENGINEERS LOCAL 98</i>	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$41.05	\$8.60	\$17.47	\$0.00	\$67.12
	06/01/2021	\$42.07	\$8.60	\$17.47	\$0.00	\$68.14
	12/01/2021	\$43.08	\$8.60	\$17.47	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN</i>	03/01/2021	\$38.48	\$7.84	\$17.27	\$0.00	\$63.59
	09/01/2021	\$38.98	\$7.84	\$17.27	\$0.00	\$64.09
	03/01/2022	\$39.48	\$7.84	\$17.27	\$0.00	\$64.59
	09/01/2022	\$39.98	\$7.84	\$17.27	\$0.00	\$65.09
	03/01/2023	\$40.48	\$7.84	\$17.27	\$0.00	\$65.59

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin**

**Effective Date - 03/01/2021**

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

**Effective Date - 09/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$7.84	\$1.40	\$0.00	\$28.73
2	60	\$23.39	\$7.84	\$1.40	\$0.00	\$32.63
3	70	\$27.29	\$7.84	\$13.07	\$0.00	\$48.20
4	75	\$29.24	\$7.84	\$13.07	\$0.00	\$50.15
5	80	\$31.18	\$7.84	\$14.47	\$0.00	\$53.49
6	80	\$31.18	\$7.84	\$14.47	\$0.00	\$53.49
7	90	\$35.08	\$7.84	\$15.87	\$0.00	\$58.79
8	90	\$35.08	\$7.84	\$15.87	\$0.00	\$58.79

**Notes:**  
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
 Step 1&2 \$26.54/ 3&4 \$31.76/ 5&6 \$49.23/ 7&8 \$54.48

**Apprentice to Journeyworker Ratio:1:5**

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

All Aspects of New Wood Frame Work

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - CARPENTER (Wood Frame) - Zone 3**

**Effective Date - 04/01/2021**

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

**Effective Date - 04/01/2022**

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

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:5**

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

**Effective Date - 01/01/2020**

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

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:3**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$39.72	\$12.47	\$14.50	\$0.00	\$66.69
	06/01/2021	\$40.54	\$12.47	\$14.50	\$0.00	\$67.51
	12/01/2021	\$41.37	\$12.47	\$14.50	\$0.00	\$68.34
	06/01/2022	\$42.24	\$12.47	\$14.50	\$0.00	\$69.21
	12/01/2022	\$43.12	\$12.47	\$14.50	\$0.00	\$70.09
	06/01/2023	\$44.07	\$12.47	\$14.50	\$0.00	\$71.04
	12/01/2023	\$45.02	\$12.47	\$14.50	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2021**

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

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
	06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
	12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
	06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.33	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.33	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
DEMO: WRECKING LABORER <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
	06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
	12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
	06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - ELECTRICIAN - Local 7**

**Effective Date - 01/03/2021**

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

**Effective Date - 06/27/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.08	\$7.05	\$0.54	\$0.00	\$25.67
2	45	\$20.34	\$7.05	\$0.61	\$0.00	\$28.00
3	50	\$22.61	\$11.75	\$7.08	\$0.00	\$41.44
4	55	\$24.87	\$11.75	\$7.15	\$0.00	\$43.77
5	65	\$29.39	\$11.75	\$8.93	\$0.00	\$50.07
6	70	\$31.65	\$11.75	\$10.10	\$0.00	\$53.50

**Notes:**

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

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

ELEVATOR CONSTRUCTOR	01/01/2021	\$56.69	\$15.88	\$19.31	\$0.00	\$91.88
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2022	\$58.62	\$16.03	\$20.21	\$0.00	\$94.86

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - ELEVATOR CONSTRUCTOR - Local 41**

**Effective Date - 01/01/2021**

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

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.31	\$16.03	\$0.00	\$0.00	\$45.34
2	55	\$32.24	\$16.03	\$20.21	\$0.00	\$68.48
3	65	\$38.10	\$16.03	\$20.21	\$0.00	\$74.34
4	70	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
5	80	\$46.90	\$16.03	\$20.21	\$0.00	\$83.14

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:1**

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2021	\$39.68	\$15.88	\$19.31	\$0.00	\$74.87
	01/01/2022	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 7</i> / COMMISSIONING <i>ELECTRICIANS</i>	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						

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

**Apprentice - OPERATING ENGINEERS - Local 98 Class 3**

**Effective Date - 12/01/2020**

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

**Effective Date - 06/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.91	\$12.47	\$14.50	\$0.00	\$48.88
2	70	\$25.56	\$12.47	\$14.50	\$0.00	\$52.53
3	80	\$29.21	\$12.47	\$14.50	\$0.00	\$56.18
4	90	\$32.86	\$12.47	\$14.50	\$0.00	\$59.83

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:6**

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$24.50	\$8.60	\$13.44	\$0.00	\$46.54
	06/01/2021	\$24.50	\$8.60	\$13.44	\$0.00	\$46.54
	12/01/2021	\$24.50	\$8.60	\$13.44	\$0.00	\$46.54

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

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

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - FLOORCOVERER - Local 2168 Zone III**

**Effective Date - 09/01/2020**

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

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

**Apprentice to Journeyworker Ratio:1:1**

<b>FORK LIFT</b> <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$35.91	\$12.47	\$14.50	\$0.00	\$62.88
	06/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	12/01/2021	\$37.56	\$12.47	\$14.50	\$0.00	\$64.53
	06/01/2022	\$38.43	\$12.47	\$14.50	\$0.00	\$65.40
	12/01/2022	\$39.31	\$12.47	\$14.50	\$0.00	\$66.28
	06/01/2023	\$40.26	\$12.47	\$14.50	\$0.00	\$67.23
	12/01/2023	\$41.21	\$12.47	\$14.50	\$0.00	\$68.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>GENERATORS/LIGHTING PLANTS</b> <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$32.46	\$12.47	\$14.50	\$0.00	\$59.43
	06/01/2021	\$33.28	\$12.47	\$14.50	\$0.00	\$60.25
	12/01/2021	\$34.11	\$12.47	\$14.50	\$0.00	\$61.08
	06/01/2022	\$34.98	\$12.47	\$14.50	\$0.00	\$61.95
	12/01/2022	\$35.86	\$12.47	\$14.50	\$0.00	\$62.83
	06/01/2023	\$36.81	\$12.47	\$14.50	\$0.00	\$63.78
	12/01/2023	\$37.76	\$12.47	\$14.50	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b> <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - GLAZIER - Local 1333**

**Effective Date - 06/01/2020**

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

**Notes:**

**Apprentice to Journeyworker Ratio:1:3**

GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

For apprentice rates see "Apprentice- SHEET METAL WORKER"

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

For apprentice rates see "Apprentice- ELECTRICIAN"

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

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS &amp; PIPEFITTERS LOCAL 104</i>	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS &amp; PIPEFITTERS LOCAL 104</i>	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.65	\$8.60	\$13.44	\$0.00	\$54.69
	06/01/2021	\$33.49	\$8.60	\$13.44	\$0.00	\$55.53
	12/01/2021	\$34.32	\$8.60	\$13.44	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2020	\$39.20	\$13.80	\$17.14	\$0.00	\$70.14
	09/01/2021	\$41.60	\$13.80	\$17.14	\$0.00	\$72.54
	09/01/2022	\$44.05	\$13.80	\$17.14	\$0.00	\$74.99

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

**Effective Date - 09/01/2020**

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

**Effective Date - 09/01/2021**

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

**Notes:**

Steps are 1 year

**Apprentice to Journeyworker Ratio:1:4**

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)</i>	03/16/2021	\$36.67	\$8.10	\$21.65	\$0.00	\$66.42
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**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - IRONWORKER - Local 7 Springfield**

**Effective Date - 03/16/2021**

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

**Notes:**  
Structural 1:6; Ornamental 1:4

**Apprentice to Journeyworker Ratio:**

<b>JACKHAMMER &amp; PAVING BREAKER OPERATOR</b>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
<i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42

For apprentice rates see "Apprentice- LABORER"

<b>LABORER</b>	12/01/2020	\$31.90	\$8.60	\$15.50	\$0.00	\$56.00
<i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	06/01/2021	\$32.74	\$8.60	\$15.50	\$0.00	\$56.84
	12/01/2021	\$33.57	\$8.60	\$15.50	\$0.00	\$57.67
	06/01/2022	\$34.19	\$8.60	\$15.50	\$0.00	\$58.29
	12/01/2022	\$34.82	\$8.60	\$15.50	\$0.00	\$58.92
	06/01/2023	\$35.44	\$8.60	\$15.50	\$0.00	\$59.54
	12/01/2023	\$36.07	\$8.60	\$15.50	\$0.00	\$60.17

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - LABORER - Zone 3 Building & Site**

**Effective Date - 12/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.14	\$8.60	\$15.50	\$0.00	\$43.24
2	70	\$22.33	\$8.60	\$15.50	\$0.00	\$46.43
3	80	\$25.52	\$8.60	\$15.50	\$0.00	\$49.62
4	90	\$28.71	\$8.60	\$15.50	\$0.00	\$52.81

**Effective Date - 06/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.64	\$8.60	\$15.50	\$0.00	\$43.74
2	70	\$22.92	\$8.60	\$15.50	\$0.00	\$47.02
3	80	\$26.19	\$8.60	\$15.50	\$0.00	\$50.29
4	90	\$29.47	\$8.60	\$15.50	\$0.00	\$53.57

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

LABORER (HEAVY & HIGHWAY)	12/01/2020	\$31.90	\$8.60	\$13.44	\$0.00	\$53.94
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2021	\$32.74	\$8.60	\$13.44	\$0.00	\$54.78
	12/01/2021	\$33.57	\$8.60	\$13.44	\$0.00	\$55.61

**Apprentice - LABORER (Heavy & Highway) - Zone 3**

**Effective Date - 12/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.14	\$8.60	\$13.44	\$0.00	\$41.18
2	70	\$22.33	\$8.60	\$13.44	\$0.00	\$44.37
3	80	\$25.52	\$8.60	\$13.44	\$0.00	\$47.56
4	90	\$28.71	\$8.60	\$13.44	\$0.00	\$50.75

**Effective Date - 06/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.64	\$8.60	\$13.44	\$0.00	\$41.68
2	70	\$22.92	\$8.60	\$13.44	\$0.00	\$44.96
3	80	\$26.19	\$8.60	\$13.44	\$0.00	\$48.23
4	90	\$29.47	\$8.60	\$13.44	\$0.00	\$51.51

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
<b>LABORER: CARPENTER TENDER</b> <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$31.90	\$8.60	\$15.50	\$0.00	\$56.00
	06/01/2021	\$32.74	\$8.60	\$15.50	\$0.00	\$56.84
	12/01/2021	\$33.57	\$8.60	\$15.50	\$0.00	\$57.67
	06/01/2022	\$34.19	\$8.60	\$15.50	\$0.00	\$58.29
	12/01/2022	\$34.82	\$8.60	\$15.50	\$0.00	\$58.92
	06/01/2023	\$35.44	\$8.60	\$15.50	\$0.00	\$59.54
	12/01/2023	\$36.07	\$8.60	\$15.50	\$0.00	\$60.17
For apprentice rates see "Apprentice- LABORER"						
<b>LABORER: CEMENT FINISHER TENDER</b> <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
<b>LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER</b> <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.00	\$8.60	\$15.50	\$0.00	\$56.10
	06/01/2021	\$32.84	\$8.60	\$15.50	\$0.00	\$56.94
	12/01/2021	\$33.67	\$8.60	\$15.50	\$0.00	\$57.77
	06/01/2022	\$34.29	\$8.60	\$15.50	\$0.00	\$58.39
	12/01/2022	\$34.92	\$8.60	\$15.50	\$0.00	\$59.02
	06/01/2023	\$35.54	\$8.60	\$15.50	\$0.00	\$59.64
	12/01/2023	\$36.17	\$8.60	\$15.50	\$0.00	\$60.27
For apprentice rates see "Apprentice- LABORER"						
<b>LABORER: MASON TENDER</b> <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.90	\$8.60	\$15.50	\$0.00	\$57.00
	06/01/2021	\$33.74	\$8.60	\$15.50	\$0.00	\$57.84
	12/01/2021	\$34.57	\$8.60	\$15.50	\$0.00	\$58.67
	06/01/2022	\$35.19	\$8.60	\$15.50	\$0.00	\$59.29
	12/01/2022	\$35.82	\$8.60	\$15.50	\$0.00	\$59.92
	06/01/2023	\$36.44	\$8.60	\$15.50	\$0.00	\$60.54
	12/01/2023	\$37.07	\$8.60	\$15.50	\$0.00	\$61.17
For apprentice rates see "Apprentice- LABORER"						
<b>LABORER: MASON TENDER (HEAVY &amp; HIGHWAY)</b> <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
<b>LABORER: MULTI-TRADE TENDER</b> <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$31.90	\$8.60	\$15.50	\$0.00	\$56.00
	06/01/2021	\$32.74	\$8.60	\$15.50	\$0.00	\$56.84
	12/01/2021	\$33.57	\$8.60	\$15.50	\$0.00	\$57.67
	06/01/2022	\$34.19	\$8.60	\$15.50	\$0.00	\$58.29
	12/01/2022	\$34.82	\$8.60	\$15.50	\$0.00	\$58.92
	06/01/2023	\$35.44	\$8.60	\$15.50	\$0.00	\$59.54
	12/01/2023	\$36.07	\$8.60	\$15.50	\$0.00	\$60.17
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: TREE REMOVER <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$31.90	\$8.60	\$15.50	\$0.00	\$56.00
	06/01/2021	\$32.74	\$8.60	\$15.50	\$0.00	\$56.84
	12/01/2021	\$33.57	\$8.60	\$15.50	\$0.00	\$57.67
	06/01/2022	\$34.19	\$8.60	\$15.50	\$0.00	\$58.29
	12/01/2022	\$34.82	\$8.60	\$15.50	\$0.00	\$58.92
	06/01/2023	\$35.44	\$8.60	\$15.50	\$0.00	\$59.54
	12/01/2023	\$36.07	\$8.60	\$15.50	\$0.00	\$60.17
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 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE &amp; TILE</i>	02/01/2021	\$36.17	\$11.39	\$19.35	\$0.00	\$66.91
	08/01/2021	\$37.17	\$11.39	\$19.48	\$0.00	\$68.04
	02/01/2022	\$37.62	\$11.39	\$19.48	\$0.00	\$68.49

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

**Effective Date - 02/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.09	\$11.39	\$19.35	\$0.00	\$48.83
2	60	\$21.70	\$11.39	\$19.35	\$0.00	\$52.44
3	70	\$25.32	\$11.39	\$19.35	\$0.00	\$56.06
4	80	\$28.94	\$11.39	\$19.35	\$0.00	\$59.68
5	90	\$32.55	\$11.39	\$19.35	\$0.00	\$63.29

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.59	\$11.39	\$19.48	\$0.00	\$49.46
2	60	\$22.30	\$11.39	\$19.48	\$0.00	\$53.17
3	70	\$26.02	\$11.39	\$19.48	\$0.00	\$56.89
4	80	\$29.74	\$11.39	\$19.48	\$0.00	\$60.61
5	90	\$33.45	\$11.39	\$19.48	\$0.00	\$64.32

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASON/TILE LAYER(SP/PT)SeeBrick BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE						
See "BRICK/STONE/ARTIFICIAL MASONRY(INCL.MASONRY WATERPROOFING)						
MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 98	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANIC/WELDER/BOOM TRUCK OPERATING ENGINEERS LOCAL 98	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) MILLWRIGHTS LOCAL 1121 - Zone 3	01/04/2021	\$37.96	\$9.40	\$20.45	\$0.00	\$67.81
	01/03/2022	\$39.21	\$9.40	\$20.45	\$0.00	\$69.06
	01/02/2023	\$40.46	\$9.40	\$20.45	\$0.00	\$70.31

**Apprentice - MILLWRIGHT - Local 1121 Zone 3**

**Effective Date - 01/04/2021**

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

**Effective Date - 01/03/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.57	\$9.40	\$5.58	\$0.00	\$36.55
2	65	\$25.49	\$9.40	\$16.90	\$0.00	\$51.79
3	75	\$29.41	\$9.40	\$17.92	\$0.00	\$56.73
4	85	\$33.33	\$9.40	\$18.93	\$0.00	\$61.66

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

**Apprentice to Journeyworker Ratio:1:5**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
OILER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$31.38	\$12.47	\$14.50	\$0.00	\$58.35
	06/01/2021	\$32.20	\$12.47	\$14.50	\$0.00	\$59.17
	12/01/2021	\$33.03	\$12.47	\$14.50	\$0.00	\$60.00
	06/01/2022	\$33.90	\$12.47	\$14.50	\$0.00	\$60.87
	12/01/2022	\$34.78	\$12.47	\$14.50	\$0.00	\$61.75
	06/01/2023	\$35.73	\$12.47	\$14.50	\$0.00	\$62.70
	12/01/2023	\$36.68	\$12.47	\$14.50	\$0.00	\$63.65
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$29.40	\$12.47	\$14.50	\$0.00	\$56.37
	06/01/2021	\$30.22	\$12.47	\$14.50	\$0.00	\$57.19
	12/01/2021	\$31.05	\$12.47	\$14.50	\$0.00	\$58.02
	06/01/2022	\$31.92	\$12.47	\$14.50	\$0.00	\$58.89
	12/01/2022	\$32.80	\$12.47	\$14.50	\$0.00	\$59.77
	06/01/2023	\$33.75	\$12.47	\$14.50	\$0.00	\$60.72
	12/01/2023	\$34.70	\$12.47	\$14.50	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

Effective Date - 01/01/2021

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

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2021	\$35.43	\$8.25	\$18.85	\$0.00	\$62.53
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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 3*

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

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

**Effective Date - 01/01/2021**

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

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, REPAINT) PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$32.75	\$8.25	\$18.85	\$0.00	\$59.85
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**Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint**

**Effective Date - 01/01/2021**

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

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, NEW) *	01/01/2021	\$34.03	\$8.25	\$18.85	\$0.00	\$61.13
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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 3

**Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW**

**Effective Date - 01/01/2021**

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

**Notes:**  
Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2021	\$31.35	\$8.25	\$18.85	\$0.00	\$58.45
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**Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT**

**Effective Date - 01/01/2021**

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

**Notes:**  
Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$31.90	\$8.60	\$13.44	\$0.00	\$53.94
	06/01/2021	\$32.74	\$8.60	\$13.44	\$0.00	\$54.78
	12/01/2021	\$33.57	\$8.60	\$13.44	\$0.00	\$55.61

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

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



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05

**Apprentice - PILE DRIVER - Local 56 Zone 3**

**Effective Date - 08/01/2020**

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

**Notes:** Apprentice wages shall be no less than the following Steps;

(Same as set in Zone 1)

1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

**Apprentice to Journeyworker Ratio:1:5**

PIPELAYER <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86

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

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

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - PLUMBER/PIPEFITTER - Local 104**

**Effective Date - 03/17/2021**

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

**Effective Date - 09/17/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.89	\$9.30	\$9.85	\$0.00	\$39.04
2	50	\$22.11	\$9.30	\$9.85	\$0.00	\$41.26
3	55	\$24.32	\$9.30	\$9.85	\$0.00	\$43.47
4	60	\$26.53	\$9.30	\$9.85	\$0.00	\$45.68
5	65	\$28.74	\$9.30	\$9.85	\$0.00	\$47.89
6	70	\$30.95	\$9.30	\$9.85	\$0.00	\$50.10
7	75	\$33.16	\$9.30	\$9.85	\$0.00	\$52.31
8	80	\$35.37	\$9.30	\$9.85	\$0.00	\$54.52
9	80	\$35.37	\$9.30	\$16.60	\$0.00	\$61.27
10	80	\$35.37	\$9.30	\$16.60	\$0.00	\$61.27

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

**Apprentice to Journeyworker Ratio:\*\***

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

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

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.90	\$8.60	\$15.50	\$0.00	\$57.00
	06/01/2021	\$33.74	\$8.60	\$15.50	\$0.00	\$57.84
	12/01/2021	\$34.57	\$8.60	\$15.50	\$0.00	\$58.67
	06/01/2022	\$35.19	\$8.60	\$15.50	\$0.00	\$59.29
	12/01/2022	\$35.82	\$8.60	\$15.50	\$0.00	\$59.92
	06/01/2023	\$36.44	\$8.60	\$15.50	\$0.00	\$60.54
	12/01/2023	\$37.07	\$8.60	\$15.50	\$0.00	\$61.17
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.90	\$8.60	\$13.44	\$0.00	\$54.94
	06/01/2021	\$33.74	\$8.60	\$13.44	\$0.00	\$55.78
	12/01/2021	\$34.57	\$8.60	\$13.44	\$0.00	\$56.61
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2020	\$22.44	\$11.07	\$6.50	\$0.00	\$40.01
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$35.08	\$12.47	\$14.50	\$0.00	\$62.05
	06/01/2021	\$35.90	\$12.47	\$14.50	\$0.00	\$62.87
	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROOFER (Coal tar pitch) ROOFERS LOCAL 248	07/16/2020	\$33.66	\$11.75	\$16.20	\$0.00	\$61.61
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) ROOFERS LOCAL 248	07/16/2020	\$33.16	\$11.75	\$15.70	\$0.00	\$60.61

**Apprentice - ROOFER - Local 248**  
**Effective Date - 07/16/2020**

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

**Notes:**  
Steps are 750 hrs.Roofing(Tear Off)1:1; Same as above

**Apprentice to Journeyworker Ratio:1:3**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 248	07/16/2020	\$33.66	\$11.75	\$16.20	\$0.00	\$61.61
For apprentice rates see "Apprentice- ROOFER"						
SCRAPER OPERATING ENGINEERS LOCAL 98	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) OPERATING ENGINEERS LOCAL 98	12/01/2020	\$35.08	\$12.47	\$14.50	\$0.00	\$62.05
	06/01/2021	\$35.90	\$12.47	\$14.50	\$0.00	\$62.87
	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
	12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$32.46	\$12.47	\$14.50	\$0.00	\$59.43
	06/01/2021	\$33.28	\$12.47	\$14.50	\$0.00	\$60.25
	12/01/2021	\$34.11	\$12.47	\$14.50	\$0.00	\$61.08
	06/01/2022	\$34.98	\$12.47	\$14.50	\$0.00	\$61.95
	12/01/2022	\$35.86	\$12.47	\$14.50	\$0.00	\$62.83
	06/01/2023	\$36.81	\$12.47	\$14.50	\$0.00	\$63.78
	12/01/2023	\$37.76	\$12.47	\$14.50	\$0.00	\$64.73

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

**Apprentice - SHEET METAL WORKER - Local 63**

**Effective Date - 01/01/2021**

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

Notes:

**Apprentice to Journeyworker Ratio:1:3**

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

SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95

SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	01/01/2019	\$41.51	\$10.02	\$13.08	\$0.00	\$64.61
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**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - SPRINKLER FITTER - Local 669**

**Effective Date - 01/01/2019**

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

**Notes:**

**Apprentice to Journeyworker Ratio:1:1**

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

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7**

**Effective Date - 01/03/2021**

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

**Effective Date - 06/27/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.08	\$7.05	\$0.54	\$0.00	\$25.67
2	45	\$20.34	\$7.05	\$0.61	\$0.00	\$28.00
3	50	\$22.61	\$11.75	\$7.08	\$0.00	\$41.44
4	55	\$24.87	\$11.75	\$7.15	\$0.00	\$43.77
5	65	\$29.39	\$11.75	\$8.93	\$0.00	\$50.07
6	70	\$31.65	\$11.75	\$10.10	\$0.00	\$53.50

**Notes:**

Steps are 800 hours

**Apprentice to Journeyworker Ratio:1:1**

TERRAZZO FINISHERS	02/01/2021	\$54.69	\$11.39	\$22.09	\$0.00	\$88.17
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2021	\$56.09	\$11.39	\$22.25	\$0.00	\$89.73
	02/01/2022	\$56.68	\$11.39	\$22.25	\$0.00	\$90.32

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

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

**Effective Date - 02/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.35	\$11.39	\$22.09	\$0.00	\$60.83
2	60	\$32.81	\$11.39	\$22.09	\$0.00	\$66.29
3	70	\$38.28	\$11.39	\$22.09	\$0.00	\$71.76
4	80	\$43.75	\$11.39	\$22.09	\$0.00	\$77.23
5	90	\$49.22	\$11.39	\$22.09	\$0.00	\$82.70

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.25	\$0.00	\$61.69
2	60	\$33.65	\$11.39	\$22.25	\$0.00	\$67.29
3	70	\$39.26	\$11.39	\$22.25	\$0.00	\$72.90
4	80	\$44.87	\$11.39	\$22.25	\$0.00	\$78.51
5	90	\$50.48	\$11.39	\$22.25	\$0.00	\$84.12

**Notes:**

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**Apprentice to Journeyworker Ratio:1:5**

TERRAZZO MECHANIC	02/01/2021	\$55.77	\$11.39	\$22.08	\$0.00	\$89.24
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2021	\$57.17	\$11.39	\$22.24	\$0.00	\$90.80
	02/01/2022	\$57.74	\$11.39	\$22.24	\$0.00	\$91.37



**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

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

**Effective Date - 02/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.89	\$11.39	\$22.08	\$0.00	\$61.36
2	60	\$33.46	\$11.39	\$22.08	\$0.00	\$66.93
3	70	\$39.04	\$11.39	\$22.08	\$0.00	\$72.51
4	80	\$44.62	\$11.39	\$22.08	\$0.00	\$78.09
5	90	\$50.19	\$11.39	\$22.08	\$0.00	\$83.66

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.24	\$0.00	\$62.22
2	60	\$34.30	\$11.39	\$22.24	\$0.00	\$67.93
3	70	\$40.02	\$11.39	\$22.24	\$0.00	\$73.65
4	80	\$45.74	\$11.39	\$22.24	\$0.00	\$79.37
5	90	\$51.45	\$11.39	\$22.24	\$0.00	\$85.08

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

<b>TEST BORING DRILLER</b> <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$41.30	\$8.60	\$17.47	\$0.00	\$67.37
	06/01/2021	\$42.32	\$8.60	\$17.47	\$0.00	\$68.39
	12/01/2021	\$43.33	\$8.60	\$17.47	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
<b>TEST BORING DRILLER HELPER</b> <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$40.02	\$8.60	\$17.47	\$0.00	\$66.09
	06/01/2021	\$41.04	\$8.60	\$17.47	\$0.00	\$67.11
	12/01/2021	\$42.05	\$8.60	\$17.47	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
<b>TEST BORING LABORER</b> <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
<b>TRACTORS</b> <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$35.08	\$12.47	\$14.50	\$0.00	\$62.05
	06/01/2021	\$35.90	\$12.47	\$14.50	\$0.00	\$62.87
	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
	12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>TRAILERS FOR EARTH MOVING EQUIPMENT</b> <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$52.13	\$8.60	\$17.92	\$0.00	\$78.65
	06/01/2021	\$53.15	\$8.60	\$17.92	\$0.00	\$79.67
	12/01/2021	\$54.16	\$8.60	\$17.92	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$54.13	\$8.60	\$17.92	\$0.00	\$80.65
	06/01/2021	\$55.15	\$8.60	\$17.92	\$0.00	\$81.67
	12/01/2021	\$56.16	\$8.60	\$17.92	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$44.20	\$8.60	\$17.92	\$0.00	\$70.72
	06/01/2021	\$45.22	\$8.60	\$17.92	\$0.00	\$71.74
	12/01/2021	\$46.23	\$8.60	\$17.92	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$46.20	\$8.60	\$17.92	\$0.00	\$72.72
	06/01/2021	\$47.22	\$8.60	\$17.92	\$0.00	\$73.74
	12/01/2021	\$48.23	\$8.60	\$17.92	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS &amp; PIPEFITTERS LOCAL 104</i>	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)

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

\*\* Multiple ratios are listed in the comment field.

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

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

**SUBSECTION C-2**  
**WEEKLY PAYROLL RECORDS & STATEMENT OF COMPLIANCE**

WEEKLY PAYROLL RECORDS REPORT  
& STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, Section 27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the next page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

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

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Industries within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE	
_____, 20____	
I, _____,	_____
(Name of signatory party)	(Title)
do hereby state:	
That I pay or supervise the payment of the persons employed by	
_____	_____
(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 _____	

**WEEKLY PAY ROLL REPORT FORM**

Company Name: \_\_\_\_\_  Prime Contractor  
 Project Name: \_\_\_\_\_  Subcontractor  
 Awarding Auth.: \_\_\_\_\_ List Prime Contractor: \_\_\_\_\_  
 Work Week Ending: \_\_\_\_\_ Employer Signature: \_\_\_\_\_  
 Print Name & Title: \_\_\_\_\_

Final Report

Employee Name & Address	Work Classification	Hours Worked							(A) Tot. Hrs.	(B) Hourly Base Wage	Employer Contributions			(F) [B+C+D+E] Hourly Total Wage (prev. wage)	(G) [A*F] Weekly Total Amount
		S	M	T	W	T	F	S			(C) Health & Welfare	(D) Pension	(E) Supp. Unemp.		

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

**SECTION D**  
**BOND DESCRIPTIONS**

**SUBSECTION D-1**  
**PAYMENT BOND DESCRIPTION**



**TOWN OF LONGMEADOW**  
**DEPARTMENT OF PUBLIC WORKS**

**PAYMENT BOND DESCRIPTION**

In the event that the contract exceeds \$25,000, then a payment bond will be required. This Payment Bond shall conform to the conditions and stipulations described in Article 17 of the General Conditions of the Specifications plus the following: it shall be in the amount of fifty percent (50%) of the proposed bid amount and shall be in a form satisfactory to the Town of Longmeadow. This bond shall be furnished by a surety company incorporated pursuant to Chapter 175, Section 105 of the General Laws of Massachusetts or authorized to do business in the Commonwealth of Massachusetts under Chapter 175, Section 106 of said General Laws, and which is satisfactory to the Town of Longmeadow. Otherwise, this bond may be provided in the form of United States currency; or a certified, treasurer's or cashier's check made payable to the Town of Longmeadow and drawn on a responsible and reputable bank or trust company which is satisfactory to the Town of Longmeadow.

**SECTION E**  
**BID AND CONTRACT FORMS**

**SUBSECTION E-1**  
**BID SUBMISSION FORMS**

**INVITATION FOR WRITTEN RESPONSE, BID SUBMISSION FORM**

**IFWR: SIDEWALK DIFFERENTIAL GRADE  
ADJUSTMENT**

**TOWN OF LONGMEADOW, MASSACHUSETTS**

The undersigned, as Bidder, declares that the only person or parties, as principals, interested in this Proposal, are named below; that he/she has carefully examined the location of the proposed work, has taken into consideration all of the difficulties likely to be met within the doing of the work, that he/she also has carefully examined the annexed form of the contract and the plans therein referred to; and he/she proposes that he/she will Contract with the Town of Longmeadow, Massachusetts, in the form of the Contract annexed, to provide all the labor, machinery, tools, apparatus, and other means of construction and to do all of the work and furnish all the materials specified in the Contract in the manner and time therein prescribed and in accordance with the requirements of the Engineer as herein set forth, and that he/she will take in full payment therefore the following sums to wit: (The item numbers listed on the attached Bid Proposal Worksheet refer to items from the Commonwealth of Massachusetts, MassHighway, Standard Specifications for Highways and Bridges)

**Time for Completion:**

If this Proposal shall be accepted by the Town of Longmeadow, Massachusetts, the undersigned bidder agrees to meet the requirements regarding the beginning of the work and he/she further agrees that all work must be completed on **August 10, 2021**, the Substantial Completion date.

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR \_\_\_\_\_.

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER (print): \_\_\_\_\_,  
Title

NAME OF BUSINESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FEDERAL ID/OR SOCIAL SECURITY: \_\_\_\_\_

In compliance with Article 5, Paragraph C of the General Conditions of the Specifications, the bidder, if this bid is submitted by firm, partnership, or corporation, shall list required information below:

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Name: \_\_\_\_\_

Address of Home Office: \_\_\_\_\_

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**INVITATION FOR WRITTEN RESPONSE, BID SUBMISSION FORM:  
SIDEWALK DIFFERENTIAL GRADE  
ADJUSTMENT  
TOWN OF LONGMEADOW,  
MASSACHUSETTS**

NAME OF BIDDER: \_\_\_\_\_

**BID FORM**

ITEM NO.	EST. QUANT.	ITEM DESCRIPTION	UNIT PRICE (WRITTEN IN FIGURES & WORDS)	TOTAL BID PRICE (700' X 'UNIT PRICE'= TOTAL BID PRICE)
1	700 L.F.	Average price to be billed for all authorized grinding and saw cutting per linear foot starting with highest rated 'Sidewalk Priority Rating' locations as listed top to bottom per bid document Section F. L.F price is inclusive of all labor and materials.	\$ _____ PER L.F.  _____ WORDS PER L.F.	\$ _____ TOTAL

**1**

**ACKNOWLEDGEMENT OF THE FOLLOWING ISSUED ADDENDA:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing, Name of Business

\_\_\_\_\_  
Date

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1.FIRM NAME: \_\_\_\_\_

2.WHEN ORGANIZED: \_\_\_\_\_

3. INCORPORATED?

\_\_\_\_\_ YES

\_\_\_\_\_ NO DATE AND STATE OF INCORPORATION:\_\_\_\_\_

4. IS YOUR BUSINESS REGISTERED WITH SOMWBA FOR THE FOLLOWING WOMEN AND/OR MINORITY CATEGORIES:

MBE? \_\_\_\_\_ YES \_\_\_\_\_ NO

WBE? \_\_\_\_\_ YES \_\_\_\_\_ NO or

MWBE? \_\_\_\_\_ YES \_\_\_\_\_ NO

5.LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

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6.HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

IF YES, WHERE AND WHY?

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7.HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO

IF YES, PROVIDE DETAILS.

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8.  
LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

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9.  
IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING **CONTRACTS COMPLETED BY YOUR FIRM LISTING ONLY PROJECTS OF SIMILAR NATURE TO THE PROJECT BEING BID**. A MINIMUM OF TWO (S) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED.

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)



PROJECTNAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #:(\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10.

The undersigned certifies that the information contained herein is complete and accurate and here by authorizes and requests any person, firm, or corporation to furnish any information requested by the Town in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

( End Bid Submission Form )

*(End of Bid Submission Form)*

**SUBSECTION E-2**  
**CONTRACT TERMS AND CONDITIONS**

**SAMPLE AGREEMENT TERMS AND CONDITIONS**

The following provisions shall constitute an Agreement between the Town of Longmeadow, acting by and through its Town Manager and/or Select Board, hereinafter referred to as “Town”, and TBD with an address of \_\_\_\_\_ hereinafter referred to as “Contractor”, Effective as of the \_\_\_\_\_ day of May, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work in accordance with the specifications contained in Attachment A - Scope of Services: Town of Longmeadow, Invitation for Written Response (IFWR), Sidewalk Differential Grade Adjustment, and Addendum No.....

**ARTICLE 2: TIME OF PERFORMANCE:**

The contractor shall complete all work and services required on or before **August 10, 2021**, the Substantial Completion Date. The contract can be extended up to one year from the Substantial Completion Date at the sole discretion of the Town if the Town authorizes in writing through contract amendment an extension of work performed under this contract. If Substantial Completion of scope of the Scope of Work is not achieved by said date for the Substantial Completion Date, the Contractor shall be liable to the Town for liquidated damages in the amount of \$100.00 per calendar day after the Substantial Completion Date.

**ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of not to exceed \$ TBD in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Attachment B, the price proposal. The compensation will be based on actual unit pricing of supplies and services provided to the Town.

**ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.

3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. The contract may be terminated for convenience by the Town.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Longmeadow, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers Compensation, and income tax laws.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for worker's compensation,

property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

**General Liability**

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

**Automobile Liability**

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

**Workers' Compensation Insurance**

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty-day notice of cancellation to the Town.

**ARTICLE 12: PREVAILING WAGE RATES**

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes. The schedules of prevailing wage rates are included in the Contract Documents.

**ARTICLE 13: SAFETY AND PROTECTION**

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

The Contractor shall comply with all applicable OSHA, State and municipal regulations and requirements for services and facilities in the performance of all requirements of this contract. OSHA safety requirements and training certification shall be adhered to for all personnel working on Town property.

**ARTICLE 14: ENGINEER / ARCHITECT**

The Project has a designated engineer: Yes  X  or; No \_\_\_\_\_. If yes, the designated Engineer is  Timothy Keane, the Town Engineer for the Town of Longmeadow, Massachusetts. who is hereinafter called ENGINEER. ENGINEER will act as the Town's representative, assuming all duties and responsibilities, rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 15: PROGRESS PAYMENTS**

Applications for Payment shall be processed in accordance with the General Conditions and in accordance with Massachusetts General Law. The Town shall make progress payments on account of the Contract Price on the basis of processed Applications for Payment monthly during construction. All progress payments will be measured by the schedule of values as specified in the General Conditions. The Town shall retain from progress payments five (5) percent of the value of Work completed.

**ARTICLE 16: CONTRACTOR'S REPRESENTATIONS**

CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- A. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- B. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the

Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

C. CONTRACTOR is aware of the general nature of Work to be performed by Town and others at the Site that relates to the Work as indicated in the Contract Documents.

D. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

E. CONTRACTOR has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Town is acceptable to CONTRACTOR.

F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



**SECTION F**  
**PLANS, MAPS, AND DETAILS**

## **SUBSECTION F-1**

FY21 Sidewalk Faulting List, Sidewalk Differential Grade Priority List, Town of Longmeadow F1-3

FY21 Sidewalk Faulting List

Address	Street	Intersecting Street	location description	Sidewalk priority Rating	Is there a tree in the immediate vicinity?	Notes	Asphalt patching present?	Elevation difference of fault (inches)
33	Eton Road			10	YES		NO	2
133	Coventry Lane			10	YES	Storm Damage	NO	4
615	Shaker Road			10	YES			
1705	Longmeadow Street			10	YES	destroyed from uprooted tree	NO	1
			Glen brook School, South Parking lot	10	YES		YES	1
17	Oxford Road			9	NO		YES	2
27	Longmeadow Street			9	YES		NO	1
30	Plymouth Road			9	NO		YES	6
349	Maple Road			9	YES		NO	3.5
384	Wolf Swamp Road			9	YES		YES	5
552	Frank Smith Road			9	YES		NO	3
39	King Philip Drive			8				
93	King Philip Drive			8	YES		NO	3
774	Shaker Road			8	YES		YES	1.5
69	Normandy Road			7	NO		YES	3
70	Cheshire Drive			7	YES			?
84	Twin Hill Road			7	NO		NO	2.5
116	Belleclaire Avenue			7	NO		NO	1
153	Forest Glen Road			7	NO			
248	Farmington Road			7	YES			
289	Converse Street			7	YES	resident fell and broke collar bone	NO	0.5
812	Shaker Road			7	YES		YES	1
	Maple Road	Sheffield Avenue		7	YES		NO	
13	Western Drive			6	NO		YES	1
26	Oxford Road			6	NO		NO	2
43	Forest Glen Road			6	YES	East of this location sdwlk is gapping also. Gave it a 6 for now due to decent condition of asphalt patching.		
52	Farmington Avenue			6	YES		NO	3.5

FY21 Sidewalk Faulting List

Address	Street	Intersecting Street	location description	Sidewalk priority Rating	Is there a tree in the immediate vicinity?	Notes	Asphalt patching present?	Elevation difference of fault (inches)
131	Benedict Terrace			6	NO	Spoke to resident, is disabled and put in request personally. Claims he can't use sidewalk with wheelchair	NO	1
193-208	Coventry Lane			6	YES	Significant fault due to the tree next to sidewalk	NO	3
81-97	Farmington Avenue			6	YES		NO	
16	Villa Street			5	YES	Faulting is towards villa/converse intersection	NO	12
73	Ellington Road			5	YES		NO	
176	Wolf Swamp Road			5	YES		YES	3
182	Coventry Lane			5	YES		NO	2
	Forest Glen Road	South Park Avenue	NW Corner	5	YES			
	Longmeadow Street	Bliss Road	SE corner	5	NO	No deformities noticed, cause for concern would be curb ramp in compliance with ADA on two or three of the ramps on this corner of the intersection		
53	Sylvan Place			4	NO			
110	Cambridge Circle		Glen Brook School	4	YES		YES	2
11	Forest Glen Road			3	NO		NO	1
19	Cobblestone Road			3	NO		NO	3
21	Williams Street			3	NO	Previous work to repair sidewalk is deteriorating	NO	1
75	Cobblestone Road			3	YES		YES	2
80	Metacomet Road			3	YES	Previously fault-ground, appears to be sufficient	NO	4
81	Lawnwood Avenue			3	NO		NO	0.5
82	Canterbury Lane			3	NO	Resident 121 CANTERBURY LN put the request in	NO	1.5
86	Cambridge Circle			3	YES		YES	2

FY21 Sidewalk Faulting List

Address	Street	Intersecting Street	location description	Sidewalk priority Rating	Is there a tree in the immediate vicinity?	Notes	Asphalt patching present?	Elevation difference of fault (inches)
92	South Park Avenue			3	NO		YES	1
101	Englewood Road			3	NO		NO	0.5
122	Wolf Swamp Road			3	YES		YES	6
159	Redfern Drive	Carolyn Drive		3	no		NO	0.5
196	Concord Road			3	YES	Next to driveway (13ft) has cracking and minor faulting. Further south has evidence of ponding and more significant faulting	NO	1
283	Merriweather Drive			3	NO		NO	1
704	Shaker Road			3	YES		YES	1
53&4	Forest Glen Road			3	NO		YES	1
	Cross Street			3	NO		NO	1
	Shaker Road	Ardsley Road	SE Corner	3	YES			
6	Meadow Street			2	NO		NO	0.5
16	Cross Street			2	YES	Minor cracking and faulting	YES	1
19	Forest Glen Road			2	NO		NO	1
37	Homecrest Street			2	NO	Stump adjacent to walk	NO	1
47	Warren Terrace			2	YES		NO	1
147	Shaker Road			2	NO	Overall in good condition, minor faulting in some locations	NO	0.5
164	Edgewood Avenue			2	YES	Original complaint might have been fixed with Glenwood sidewalk project. Picture is related to fault in front of 174	NO	1
204	Wolf Swamp Road			2	YES	Was Grinded down	NO	0.5
344	Blueberry Hill Road	Concord Road	concord side	2	YES		YES	1
11	Woodlawn Place			1	YES	Grinder down faults, no longer an issue	NO	1
15	Homecrest Street			1	YES		NO	0.5
57	Cooley Drive			1	NO	Minor cracking and faulting	NO	1
72	Hillcrest Avenue			1	NO		YES	2

FY21 Sidewalk Faulting List

Address	Street	Intersecting Street	location description	Sidewalk priority Rating	Is there a tree in the immediate vicinity?	Notes	Asphalt patching present?	Elevation difference of fault (inches)
94	Cheshire Drive			1	NO	25 foot section in front of house has ponding, 20 foot section along driveway is about 1/2inch higher than elevation of driveway	NO	1
169	Greenacre Avenue	Wenonoah Road	Wenonah side	1	NO		YES	0.59
193	Edgewood Avenue			1	NO	Elevation of Road doesn't meet sidewalk, patch seems to fix the complaint	YES	1
222	Concord Road			1	YES	Limited faulting	NO	5
349	Bliss Road			1	YES		YES	1