

City of Fitchburg, Massachusetts



PROCUREMENT IN BRIEF	
Solicitation Title	Press Box and Spiral Staircase Painting
Solicitation Number	25-104
Project Address	728 Main Street Fitchburg MA 01420
Contracting Department	Community Development
Solicitation Issue Date	04/30/2025
Info meeting/site visit Date and Time	-
Info meeting/site visit Location	-
Last day for questions	05/08/2025
Due Date and Time	05/15/2025 @ 11:00 am
Point of Contact	All information with respect to this solicitation shall be directed to the Chief Procurement Officer, including questions, clarifications, or observations. Respondent shall not contact any City employee, agent, official, department, department head, or agent with regards to this solicitation. Doing so may lead to disqualification.
Governing Procurement Law	c. 149
Wage Requirements	This contract is subject to Prevailing Wage requirements and the contractor shall pay prevailing wage rates in accordance with the applicable wage rate schedule from DLS included with the solicitation documents.
Payment Bond Requirements	50% Bond required for projects costing less than \$50,000
Number of Copies Required	Submit one (1) signed original response (forms only).
Assembly of Submittal	Response shall be in single-sided format only, and not bound in any way with metal or plastic binding, or in a binder of any sort, or with multiple staples. A single staple in a top corner of the document will be accepted, if necessary. <i>Please help us reduce waste by following these guidelines!</i>
Opening of Responses	Responses will be opened on the due date and a summary posted to the City website within 24 hours after the opening.

Response shall be delivered or mailed before the response deadline to:

City of Fitchburg
Purchasing Department
Attention: Chief Procurement Officer
718 Main Street, Suite 208
Fitchburg, MA 01420

GENERAL INSTRUCTIONS

1. The City of Fitchburg may cancel this solicitation, in whole or in part, or may reject all submittals, whenever such action is determined to be fiscally advantageous to the City of Fitchburg, or if it is otherwise in the best interest of the City of Fitchburg.
2. The City of Fitchburg may request that supplementary information be furnished to assure the City of Fitchburg that a respondent has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Respondents may correct, modify or withdraw the original submittals on or before the date and time stated. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the respondent. Any late correction or modification to the submittal will not be accepted.
4. Each respondent shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any respondent from any obligation in respect to his/her submittal.
5. It is understood that the respondent's submittal to the City of Fitchburg will remain valid until execution of the contract. The successful respondent's submittal shall be attached thereto and become a part of the contract between the City of Fitchburg and the respondent.
6. The respondent's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over these services shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though written out in full.
7. All costs involved in preparing the solicitation submittal will be borne by the respondent; the City of Fitchburg will not be liable for any costs associated with the creation of the solicitation. The respondent shall be familiar with all federal, state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
8. Responses which are incomplete, conditional or obscure, will be rejected. No award will be made to any respondent who cannot satisfy the Awarding Authority that there is sufficient ability and sufficient capital to enable the respondent to meet the requirements of these specifications. The Awarding Authority's decision or judgment on these matters shall be final, conclusive and binding.
9. Response to this solicitation acknowledges the respondent's acceptance of all sections and requirements of this document. If the respondent's submittal does not comply with the requirements of this solicitation, or if an item is not understood in any way, a copy of that section of the solicitation must then be included in the submittal and all its copies must clearly state the deviation, additions, or other comments.
10. Note that municipal employees and their family members are not allowed to have a financial interest in a contract with the City of Fitchburg if they are employed by the City. Municipal employees and family members are forbidden to solicit or accept gifts, gratuities, or favors from anyone seeking to conduct business with the City. Incidents of this nature will be reported to the appropriate authorities for investigation.

DETAILED INSTRUCTIONS AND GUIDANCE

Informational Meeting and Site Visit

If scheduled, potential responders are requested to attend an informational meeting and site visit. Attendance is not mandatory but strongly recommended.

Questions and Clarifications

1. Respondents shall promptly raise the issue of any ambiguity, inconsistency or error they discover upon examination of the documents, the work site, or any other conditions which apply to the work.
2. Questions requiring clarification and other inquiries shall be submitted in writing to the Chief Procurement Officer only, prior to the due date and time. Should it be found necessary, a written addendum will be incorporated into the solicitation and will become part of the contract.
 - a. Those who have received the documents via the City's online solicitation portal (registered plan holders) will be notified of addenda. Respondent shall acknowledge all addenda. Failure to do so may be cause to reject the submittal as unresponsive.
 - b. Questions that may be asked during any informational meeting must be sent in writing in order to receive an official response.
3. All documents related to, and included with, this solicitation, are available on the City website, which should be the respondent's only resource for seeking documents. Complete sets of solicitation documents shall be used in preparing responses; neither City nor Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents, documents provided by third parties, or for modifications to the documents not made by official addenda, including electronic conversion.
4. Oral communications are not binding on the City and only written responses by the City will be considered.
5. Questions received after the due date will not be responded to unless the City determines it necessary.

Basic Quality Requirements

1. Respondent may be asked to demonstrate experience on past work is comparable in type and complexity to the product, service, or work being quoted.
2. Respondent shall not presently be debarred from entering into a public contract in the Commonwealth of Massachusetts under any other applicable debarment provisions of any section of Massachusetts General Law, or any rule or regulation promulgated thereunder, including debarment under Worker's Compensation or Department of Revenue statutes.
3. Respondent shall not have any outstanding liabilities for wages, damages, interest, fines or penalties due to an employee or the Commonwealth of Massachusetts, or the City of Fitchburg.
4. Respondent shall provide specific details regarding the circumstances surrounding the invocation of bonds on any of their projects or projects of a successor company performed within the past five years.

Submittal Instructions

1. Submittal must be received per the time frame outlined in the notice.
2. Proposal shall be addressed and delivered to the Chief Procurement Officer, City Hall, 718 Main Street, Suite 208, Fitchburg, MA 01420. City Hall is open from 8:30 am to 4:30 pm on weekdays.

SPECIAL INSTRUCTIONS FOR PROPOSAL PACKAGE DELIVERIES: If the solicitation is to be dropped off in person, go to the Purchasing Office on the second floor. Leave ample time before the deadline time to deliver your response. Responses arriving late or left in any outside receptacle will be rejected and returned unopened.

3. Response shall include all required forms and the price submittal form supplied by the City, and shall be signed as indicated. Any and all addenda shall be acknowledged with the solicitation submittal. W-9 form must also be provided to be set up as potential vendors or contractors to the City.

Preparation of Responses and Alternates

1. The Price Proposal must be completed in its entirety.
2. Respondents must acknowledge all required alternates on the Price Proposal (where indicated).
3. If an alternate includes work with the respondent's scope and does not involve a change in the cost of the response, the respondent must indicate by writing "no change" or "n/c" or "0" in the space provided for that alternate.
4. Price Proposal shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including packing, shipping, cost of delivery, mobilization, permitting, and special licenses or certifications.
5. In the event of a discrepancy between the unit price and the extended price, the unit price shall prevail.
6. In order to qualify, the respondent must provide prices for each required item within a section, where applicable.
7. Prices should be made on each separate item of work shown on the form, with reasonable relation to the probable cost of performing the work included in such items.
8. The City of Fitchburg reserves the right to reject wholly any response where an item or items thereof are obviously unbalanced or appear to, in the City's opinion, to be unbalanced to the point of adversely affecting the interests of the City and being unfair to other respondents.

Permit and License Fees

Contractor is responsible for obtaining necessary permits to perform the work associated with this project. The City will waive permit fees. License fees are not waived by the City and the contractor shall pay all license fees.

Police Details

Unless otherwise noted in the specifications, the contractor shall be responsible for requesting and paying for all necessary police details. These costs should be incorporated into the price proposal wherever applicable.

Exceptions

The City retains the sole discretion to consider exceptions to the response. No exception will be made that alters or detracts from the scope or specifications. The City's intent is to purchase precisely what is specified in the document.

Response Opening

1. If, at the time of the originally scheduled solicitation due date, City Hall is closed due to inclement weather or any other unforeseeable event, the solicitation due date will be extended until 2:00 PM on the next normal business day, unless otherwise indicated by an addendum issued by the Chief Procurement Officer.

2. Responses will be opened after the solicitation due date in the Office of the Chief Procurement Officer, 718 Main Street, Fitchburg, MA, unless stated otherwise in the solicitation documents.

Late Responses

A late solicitation is one that is delivered after the due date and time. If a solicitation is late, it must be rejected as non-responsive, and as such will be returned unopened to the person submitting the solicitation. Should a solicitation be received via USPS/UPS/FedEx or any other courier service, it shall be refused upon attempted delivery. If mailed, it shall be returned unopened.

Rule for Award

Contract will be awarded to the respondent (1) whose solicitation is the lowest of those respondents possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; who, where the provisions of section eight B of chapter twenty-nine apply, shall have been deemed qualified thereunder; and (4) who obtains within ten days of the notification of contract award the security by bond required under section twenty-nine of chapter one hundred and forty-nine.

Deciding Tied Responses

On the rare occasion of a tie solicitation, the City must use a tie-breaking method which is fair to all respondents. It will be the policy of the CPO to direct the respondents to conduct a "second heat" whereas they will be asked to send an additional price proposal with a new solicitation form on a date and time specific. Should the "second heat" also result in a tie, award will be made to the respondent whose official address/location is closest to the project site.

Award and Contract

1. The City shall reject solicitation submittals which do not meet the minimum requirements.
2. In no case will the award be made beyond thirty (30) days unless the respondent agrees to extend the period of time in which the solicitation submittal is valid.
3. Responses will first be evaluated for timely receipt and responsiveness. Those that are received on time and meet the minimum criteria will be evaluated for price, responsibility, relevant experience.
4. "Lowest responsible and eligible respondent" shall mean the respondent whose solicitation is the lowest of all responses and who, in the Awarding Authority's opinion, are able to comply with all the requirements of the contract documents, and who possess the skill, ability, and integrity necessary to perform the work, based on the determination of past performance and financial soundness under MGL. c. 149.
5. Prior to award, the City will also conduct reference checks, which may include direct contact with provided references, database searches, independent reviews, and first-hand experience of the City where applicable.
6. The City reserves the right to award multiple contracts when so stated in the solicitation, and when it is in the best interest of the City.

Contract Execution

1. Respondents are expected to review the sample contract. Unless otherwise noted by the City, the terms and conditions contained therein are not negotiable.

2. Once the respondent has been identified as eligible for a contract, the CPO will draft the final contract. If a respondent asks to supply the contract, the CPO may choose whether to use the contract; however, if used it will be adapted to the City's format prior to distribution for signatures. The first signature on any contract shall be the respondent's signature.
3. A contract packet will be considered complete when returned from the respondent with all required documents, which may include insurance certificates, bonds, guarantee or warranty documents.
4. In accordance with MGL. c. 110G, §7 (the Massachusetts Uniform Electronic Transactions Act) the City may utilize electronic signatures at their own discretion, and said electronic signatures shall be legally binding.

Authority to Sign Contracts

1. The Mayor is the only person authorized to execute a contract on behalf of the City, per the City Charter. Service agreements, construction contracts, contracts for goods/services, real estate, lease or purchase of equipment, and any document containing terms and conditions, must be signed by the Mayor or will be considered non-binding.
2. The Mayor will not apply their signature to any contract without all prior authorized signatures being affixed, using the City's standard signature block.
3. Upon receiving the Mayor's signature, the contract is considered fully executed and ready for distribution. One fully executed copy is returned to the contractor.

Protests

Any vendor or contractor intending to protest an award is instructed to do so by submitting, in writing, specific contentions. All correspondence in this regard must be directed to the Chief Procurement Officer, who will confer with legal counsel and determine the basis for the protest. The City will respond in writing within ten (10) days of receipt of the protest.

Contract Term and Extensions or Renewals

The term of this contract shall be as indicated in the documents. There will be no extensions or renewals beyond what is specified as the maximum contract obligations within the documents.

Occupational Safety and Health

Pursuant to MGL. c. 30, §39S(a)(2) all employees to be employed on the project must have successfully completed a course in construction safety and health approved by OSHA and of at least ten (10) hours in duration.

Contractor must provide written certification of compliance with Massachusetts and federal laws with respect to the employment of workers.

Participation and Workforce Goals

MBE/WBE PARTICIPATION GOALS - If funding for this Project is provided by the Commonwealth of Massachusetts, in whole or in part (such as reimbursements, grants and the like), the contractor shall be required to meet the current applicable minority-owned business enterprise (MBE) and women-owned business enterprise (WBE) participation goals, as determined by DCAMM. Currently, these goals are 4.2% MBE, and 8.8% WBE for construction. Only firms SDO certified as MBE or WBEs can be credited toward meeting project MBE or WBE goals.

Successful contractor must utilize both MBE and WBE firms whose participation meet the participation goals set for the contract. Participation plans that do not meet the participation goals will not be considered responsive. Contractors who are MBE or WBE certified may use their participation towards meeting the goal for the certification held. Participation will be tracked and reported.

WORKFORCE PARTICIPATION GOALS - If funding for this Project is provided by the Commonwealth of Massachusetts, in whole or in part (such as reimbursements, grants, and the like), the contractor shall be required to meet Workforce Participation Goal Requirements in accordance with MGL. c. 149 § 44A(2)(G) which are currently 6.9% for women workers and 15.3% for minority workers. At any point during the contract period, the City may require of the contractor a report of the projected or current makeup of the contractor's workforce. Failure to submit this report when requested could result in penalties as enumerated in the statute.

The City encourages the participation of Service-Disabled Veteran-Owned Business Enterprises ("SDVOBE") and Veteran Business Enterprises (VBE); Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBE); and Disability-Owned Business Enterprises (DOBE) on its contracts.

CORI Policy

Massachusetts General Law requires Criminal Offense Record Inquiry (CORI) checks be conducted on contractors, subcontractors, or laborers commissioned to do work on certain municipal projects. Contractors shall comply with CORI policies by providing CORI forms for all employees to be working on site, when required by the City.

Respondent's Tax Status

All those doing business with the City will be required to certify under the penalties of perjury, pursuant to Massachusetts General Laws Chapter 62C, Section 49A, that to the best of their knowledge and belief, they have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Appropriation of Funds

All contract obligations on behalf of the City are subject to prior appropriation to cover the full extent of the contract.

SPECIFICATIONS

CROCKER FIELD PAINTING OF PRESS BOX SUPPORT STEEL AND STAIRS

SECTION 01010 SUMMARY OF WORK

PART 1 GENERAL

1.01 DESCRIPTION AND LOCATION OF PROJECT

- A. The purpose of the Project is to clean and paint the exterior structural steel support frame for the press box and adjacent steel spiral stairs at Crocker Field which is owned by the City of Fitchburg. Both were erected in 1999. The structural steel was primed but not top coated.
- B. Crocker Field is located in the City of Fitchburg, Massachusetts, with contractor entrance on Broad Street.
- C. Crocker Field was constructed in 1918 and is on the National Register of Historic Places.

1.02 SUMMARY OF WORK- BASE CONTRACT

- A. The Contractor shall furnish and install equipment and accessories, and shall provide all tools, temporary facilities, supervision, labor, materials and services required to perform the Work as defined by these Specifications, as shown on the Drawings and described as follows:
 - Inspect existing conditions.
 - Submit technical data and samples.
 - Install protective measures to protect property from damage during the course of the work.
 - Prepare and paint structural steel support frame behind the grandstand which supports the press box.
 - Clean new work and adjacent surfaces.
 - Dispose of debris and trash.
- B. Description of structural steel support frame: The structural steel frame consists of columns, beams, and horizontal and vertical bracing. Overall dimensions are 71' long x 18-9" high x 11' wide. The front of the structure is supported on base plates and footings at grade, while the rear is bolted into the grandstand wall. Refer to Appendix A- Photos, Appendix D- Framing Plans and Appendix E- Steel surface area calculations. The steel was shop primed in 1999 with the paint shown in Appendix C. A top coat was never applied. This information is approximate. Bidders are responsible for obtaining field measurements for pricing purposes.

- C. Clean and paint all structural steel in the press box support frame, including columns, posts, beams, bracing, and plates.

END OF SECTION

SECTION 01030 ALTERNATES

PART 1- GENERAL

1.01 REFERENCES

A. The General Conditions, Supplementary General Conditions and General Requirements shall be included and made a part of this section.

B. Examine all Drawings and other Sections of the Specifications for requirements affecting the Work of this Section.

1.02 SCOPE OF WORK

A. The schedule below lists all of the Alternates which appear in the Contract Documents. Consult the individual sections and drawings for detailed requirements of each Alternate.

1.03 BID AMOUNTS

A. Bidders shall enter a single amount in each appropriate space provided in the Form for Bid, which total amount is for all the work of each Alternate to be performed by the Contractor including labor, equipment, materials installation and fees.

1.04 SCHEDULE OF ALTERNATES

A. Alternate No. 1

1. Under the Work of Alternate No. 1, provide all tools, staging, equipment and labor to complete the following work:

- Inspect existing conditions.
- Submit technical data and samples.
- Install protective measures to protect property from damage during the course of the work.
- Prepare and paint exterior steel spiral staircase which provides access to the press box from grade level, behind the grandstand. Include top side and underside of stair treads (with bent toe plates and nosings), railings, pickets, landings and support column.
- Clean new work and adjacent surfaces.
- Dispose of debris and trash.

B. Description of spiral stairs: The steel spiral stairs are supported by a steel tube, 29' tall and 6" diameter. There are 35 triangular stair treads, 32" wide and about 20" deep at the outside edge. Each tread is a bent plate, including a 2-3/4" vertical toe at the front and 2-1/2" vertical kick plate at the rear. Treads consist of checkered steel plate. There are 4

round pickets attached to each tread, 3/4" diameter x 39" tall; Steel handrail is 1-3/4" diameter. There are 2 landings, approx. 3' x 3' with railings and pickets. There is no information available on existing coating system. Refer to Appendix A- Photos. This information is approximate. Bidders are responsible for obtaining field measurements for pricing purposes.

C. Clean and paint entire spiral stair, including support column, treads, railings, pickets and landings.

END OF SECTION

SECTION 01300 SUBMITTALS

PART 1 GENERAL

1.01 DESCRIPTION

The submittals required to be furnished by the Contractor and the general requirements governing the submittal process are given in this section. Additional details for individual submittals are given in other sections of the Specifications.

1.02 ADDRESSEE FOR SUBMITTALS

Submittal shall be mailed to:
Fitchburg City Hall ATTN: Purchasing
718 Main St Ste. 208
Fitchburg MA 01420

1.03 CONTRACTOR'S WORK SCHEDULE

- A. The work of the Base Contract shall be completed no later than 50 calendar days after issuance of the Notice to Proceed.
- B. Additional time shall be granted for each Alternate that is added to the Contract as follows:
 - Alternate No. 1: 20 calendar days

1.04 CONTRACTOR'S DATA AND DOCUMENTS

- A. All data and documents and samples will be subject to review by the Owner for conformity with the Contract Documents.
- C. All data, documents and samples shall be submitted as early as possible to permit the Owner to review them in such time as to permit the Contractor to maintain his schedule.

1.05 REQUIRED SUBMITTALS

- A. Manufacturers product data for coatings:
 - 1. Material list: Provide list of required coating materials. For each material, provide specific coating, finish system and application. Include manufacturer's catalog number and general classification.
 - 2. Manufacturer's information: Provide manufacturer's technical data, including label analysis and instructions for handling, storing and applying each coating material.

- B. Manufacturer's product data for slip-resistant additive.
- C. Project schedule

1.06 REVIEW PROCEDURE

- A. The Owner will review and mail submittals within five (5) working days after receipt thereof, or within five (5) working days after receipt of all related information necessary for such review, whichever is later.
- B. One copy of each submittal document will be returned to the Contractor marked:
 - NO EXCEPTIONS- PROCEED WITH THE WORK
 - EXCEPTIONS AS NOTED- PROCEED WITH THE WORK (taking into account the Owner's comments)
 - EXCEPTIONS AS NOTED- RESUBMIT (make required revisions and resubmit to Owner for review)

END OF SECTION

SECTION 01500 SITE REQUIREMENTS

PART 1 GENERAL

1.01 CONTRACTOR USE OF SITE

- A. Confine operations at the Site to areas permitted by the Owner. Portions of the Site beyond the indicated limits are not to be entered without permission of the Owner.
- B. Confine stockpiling of materials and location of storage within the limits established by the Owner.
- C. Crocker Field hosts athletic events and practices as well as special events such as graduations, generally during the school year. Limited use by the public is possible during the summer months. The public is allowed to use the running track when the facility is open. Although there will be no public use of the facility within the work area of this Contract, the Contractor shall post appropriate signage or barriers as needed.
- D. The School Department will advise the Contractor of events to be held at Crocker Field when appropriate.
- E. The Owner utilizes the area beneath the grandstand for storage via an overhead door within the work area. The Owner will require frequent access to this area. Contractor shall coordinate with the Owner regarding work that would affect access to the storage area.

1.02 TEMPORARY FACILITIES AND CONTROLS

- A. Contractor's Facilities. Contractor shall provide all temporary facilities required for his operations and for his personnel, located as directed by the Owner, and shall remove such facilities upon completion of his contract work.
- B. Sanitary Facilities. Contractor shall provide portable toilets for its use.
- C. Water. Contractor may use water provided by the Owner on site. Contractor shall provide distribution equipment, including hoses, piping, pumping and pressurization equipment to the points of use.
- D. Electric Power and Lighting. Owner will provide electric power. Contractor shall provide all distribution and lighting from a single owner-furnished power service and remove such temporary facilities at the completion of the contract work. All temporary distribution materials and installation shall conform to applicable code requirements.

- E. Compressed Air. Contractor shall provide any compressed air required for its operations.
- F. Security. Crocker Field is completely enclosed by fencing and gates which are locked after normal working hours. The Contractor shall work with the School Department to coordinate access to the facility.
- G. Protection. Contractor shall protect persons and property from health hazards and damage due to spread of dust, chemicals, vapors and flying particles from construction work. Contractor shall provide safe working conditions for personnel.

END OF SECTION

**SECTION 01700
PROJECT CLOSEOUT**

PART 1 GENERAL

1.01 FINAL CLEANING

- A. Clean and sweep site. Rake clean grass or earthen surfaces.
- B. Remove stains from adjacent surfaces.
- C. Remove masking protection.
- D. Remove surplus materials and construction facilities from site.
- E. Remove trash and debris from site.

1.02 CLOSEOUT REQUIREMENTS

- A. Punch List: When the Engineer inspects the Work for Substantial Completion, he will prepare and issue to the Contractor a “punch list” of items to be corrected before final payment will be made.
- B. Final Inspection: Contractor shall notify Engineer that Work is complete and ready for final inspection. Engineer will begin final inspection within seven (7) days, and promptly notify the Contractor of any deficiencies. Contractor shall take immediate steps to remedy the deficiencies, and notify Engineer that the Work is complete. Engineer will then re-inspect the work.
- C. Submit final application for payment.

END OF SECTION

SECTION 09900 FIELD PAINTING

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. Work included, BASE CONTRACT: Provide labor, equipment and materials necessary to complete the work of this Section, including the following:
 - 1. Surface preparation of exposed exterior structural steel for painting. The steel was shop primed and erected in 1999 with no topcoat ever applied.
 - 2. Field painting of exposed exterior structural steel.
- B. Work included, ALTERNATE NO. 1: Provide labor, equipment and materials necessary to complete the work of this Section, including the following:
 - 1. Surface preparation of exterior steel spiral staircase for painting. The steel was shop painted and erected in 1999.
 - 2. Field painting of exterior steel spiral staircase, including checkered plate stair treads with bent toe plates and nosings, balusters and handrail, and center support column.

1.02 RELATED WORK PERFORMED BY OTHERS

1.03 SUBMITTALS- Refer to Section 01300 of these specifications.

1.04 STORAGE

- A. Store materials not in use in tightly covered containers in a protected area at a minimum ambient temperature of 45 degrees Fahrenheit.
- B. Maintain storage containers in a clean condition.
- C. Remove oily rags and waste daily.

1.05 PROJECT CONDITIONS

- A. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air temperatures are between 40 and 120 degrees Fahrenheit unless otherwise recommended by the paint manufacturer.
- B. Do not apply paint that is colder than recommended by the paint manufacturer.
- C. Do not apply paint in snow, rain, fog or mist.
- D. Do not apply paint when relative humidity exceeds 85 percent, or at temperatures less than 5 degrees F above the dew point.
- E. Do not apply paint to damp or wet surfaces.

PART 2 PRODUCTS

2.01 GENERAL- PAINT

A. Material Compatibility: Provide primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

C. Paint Schedule: See Paragraph 3.06 of this Section of these Specifications.

2.02 SLIP-RESISTANT ADDITIVE- ALTERNATE No. 1 (Steel Spiral Stair-Treads only- top surface)

A. Aggregate to be mixed with paint for slip resistance

1. Shall not affect color of top coat
2. Shall be compatible with the finish coat of paint.
3. Product shall be the following, or Engineer-approved equal:
 - a. H&C Sharkgrip
 - b. Rustoleum 200 Anti-Skid Floor Coating Additive
 - c. Behr Anti-Slip Floor Finish Additive

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine surfaces to be painted, with the Applicator present, for compliance with requirements for paint application.
- B. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.

3.02 PREPARATION

- A. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that would impair bond of the coatings. Remove any oil or grease before cleaning.

- B. Surface Preparation: Clean and prepare surfaces to be painted according to the paint manufacturer's written instructions and technical data sheets for the corresponding substrate conditions encountered and as specified.
1. Clean structural steel surfaces- remove oil, grease, dirt, loose mill scale, and other foreign substances per SSPC recommendations and as required by the paint manufacturer.
 2. **BASE CONTRACT:** Clean structural steel surfaces in accordance with SSPC-SP-6/NACE 3 Commercial Blast Cleaning. Abrasive blast cleaned surfaces shall exhibit a uniform, angular profile of 2 mils.
 3. **ALTERNATE No. 1:** Clean all spiral stair surfaces per SSPC-SP-12, WJ4, with high pressure (5,000 psi) washing system equipped with "zero" oscillating tip to remove loose and peeling existing coating, loose rust and rust scale, and soluble surface contamination. Following the washing operation, spot clean in accordance with SSPC-SP3 Power Tool Cleaning, where rust-scale, loose and non-adhering remaining coating, and underfilm corrosion exist.
 4. Cleaned surfaces shall be primed within 8 hours and prior to surface rust appearing.
- C. Material Preparation: Mix and prepare paint materials per the paint manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Remove any surface film before using.
 3. Use only thinners approved by the paint manufacturer and only within recommended limits.

3.03

PAINT APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 2. Provide finish coats that are compatible with primers used.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. between applications.
 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 3. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
 2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 3. Spray Equipment: Use airless or conventional spray equipment with orifice size as recommended by manufacturer for material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Non-slip Additive: (**ALTERNATE No. 1**) Apply non-slip additive to treads in spiral staircase. Add the non-slip additive to the container of finish paint in accordance with manufacturer's instructions. Apply coating to stair treads with brush or roller.

3.04

CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
- B. After completing painting, clean paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.05 PROTECTION

- A. Protect adjacent surfaces against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Engineer.
- B. Provide "Wet Paint" signs to protect newly painted finishes.

3.06 PAINT SCHEDULE

- A Schedule: Provide products and number of coats specified. Use of manufacturer's proprietary product names to designate colors, materials, generic class, standard of quality and performance criteria and is not intended to imply that products named are required to be used to the exclusion of equivalent performing products of other manufacturers.

B. Coating Systems:

BASE CONTRACT

Existing Exterior Steel Frame: Polysiloxane 2-Coat System:

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

- System A
 - 1. Sherwin Williams Zinc Clad 4100: 1 coat
 - 2. Sherwin Williams Sher-Loxane 800 (Semi-Gloss Polysiloxane): 1 coat
- System B
 - 1. PPG Amerlock 2: 1 coat
 - 2. PPG PSX 805 (Satin Engineered Siloxane): 1 coat
- System C
 - 1. Tnemec Series 90-75 Zinc Rich Epoxy: 1 coat
 - 2. Tnemec Series 691 Siloxilon (Semi-Gloss Polysiloxane): 1 coat

ALTERNATE #1

Existing Exterior Steel Spiral Stair: Acrylic 3-Coat System:

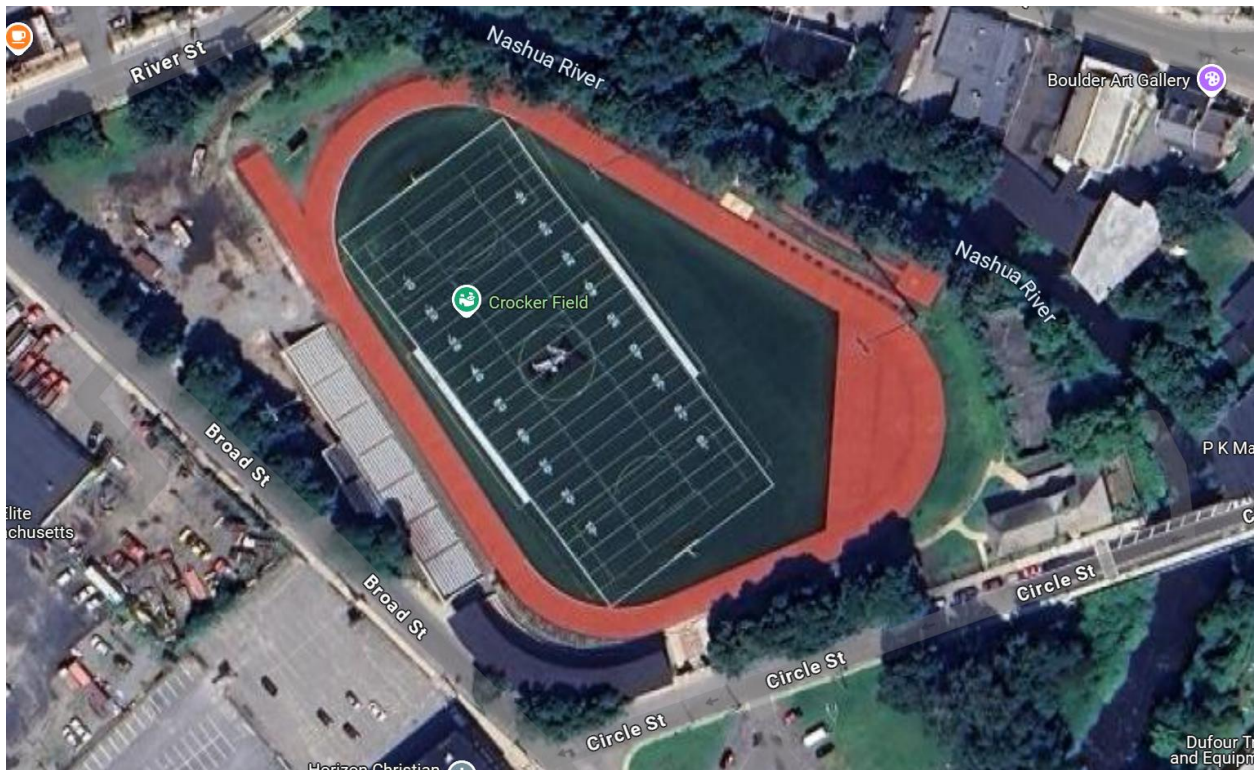
Surface Preparation: SSPC-SP12, WJ-4 Pressure Water Jet Cleaning @ 5000psi SSPC-SP3, Power Tool Cleaning (spot clean as needed) o

- System A
 - 1. Sherwin Williams Pro-Cryl #B66-1300: Prime coat
 - 2. Sherwin Williams Sher-Cryl HPA #B66-350 Semi-Gloss: 2 coats
- System B
 - 1. Rustoleum Noxyde #283092: Tack coat, thin 15%-20% w/water
 - 2. Rustoleum Noxyde: 2 coats
- System C
 - 1. RD Coatings- RD Elastometal: 1 coat
 - 2. RD Coatings- RD Monoguard: 2 coats

END OF SECTION

**CROCKER FIELD
PAINTING OF PRESSBOX SUPPORT STEEL AND SPIRAL STAIR**

APPENDIX A: PHOTOS



CROCKER FIELD AERIAL VIEW



Structural Steel Frame & Spiral Stair



Spiral Stair



Structural Steel Frame
(At Press Box Floor, paint steel bracing
but not timber floor joists and flooring)



Structural Steel Column



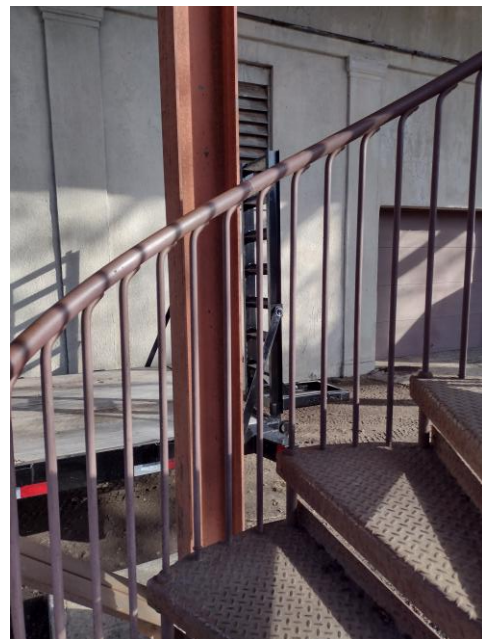
Steel Spiral Stair



**Spiral Stair Support Column,
Stair Treads and Railing/Balusters**



Checkered Plate Stair Treads



Stair Treads, Railing, Balusters

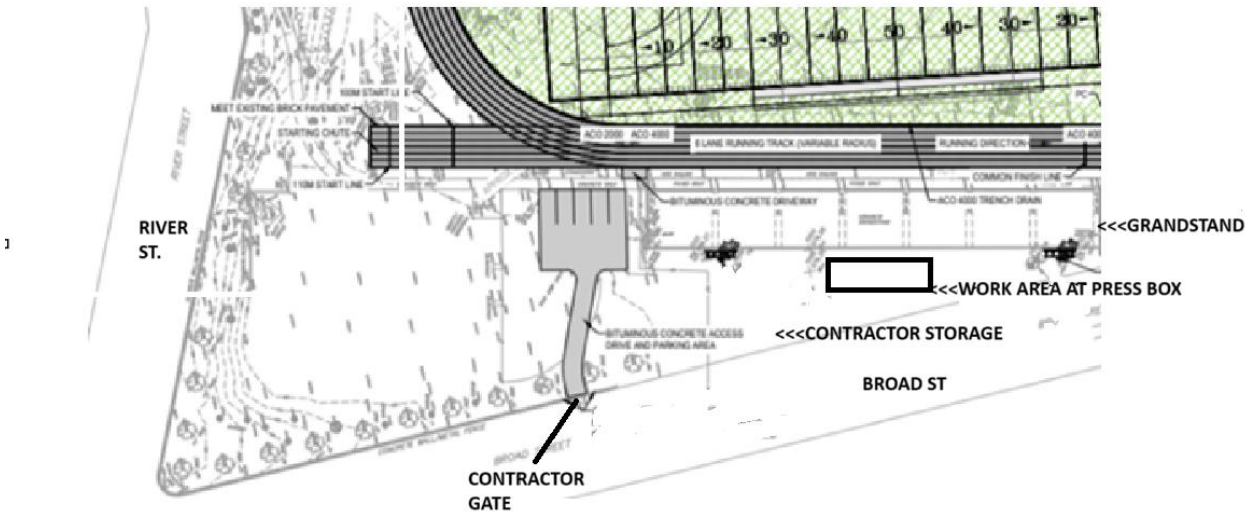


**Spiral Stair Treads, Column, Rail
and Balusters**



**Steel Spiral Stair and Structural
Steel Frame**

APPENDIX B- WORK AREA- LOCATION PLAN



APPENDIX C-
EXISTING PRIMER ON STRUCTURAL STEEL FRAME- BASE CONTRACT

PRODUCT DATA SHEET
STEEL SPEC

INDUSTRIAL AND MARINE COATINGS

Sherwin Williams
B50NV12

STRUCTURAL STEEL PRIMER
B50NV12 - BROWNISH RED
B50AV11 - GRAY

PRODUCT DESCRIPTION

STRUCTURAL STEEL PRIMER is a heavy duty primer which offers outstanding protection for steel in normal industrial environments where extended exposure is required. **STRUCTURAL STEEL PRIMER** is a high solids, low VOC (less than 350 gms./ltr.) rust inhibitive primer which is free of heavy metals. It is easy to apply by spray, fast drying and can be topcoated with alkyd and latex coatings.

USES:

For industrial and commercial application to steel to protect against atmospheric corrosion.

- Interior and exterior use.
- Fast drying maintenance primer.
- Lead, chromate and barium free pigmentation.

PERFORMANCE INFORMATION:

High build to protect abrasive blasted steel.

- Good corrosion and rust undercutting protection.
- Abrasion resistant.
- Primer that may be used under a variety of latex and alkyd topcoats.

LIMITATIONS:

Not recommended for immersion service or exposure to acid, alkalies or strong solvents.

CHARACTERISTICS

- **Color/Finish:** Brownish Red
Gray
- **Curing Mechanism:** Solvent Evaporation
Oxidation
- **Drying Schedule:** @ 77°F 50% RH
 - To Touch: 15 min.
 - Tack Free: 1.5 hours
 - Recoat: 7 hours

Primer coats used for exterior applications should not be left untopcoated in excess of six months.

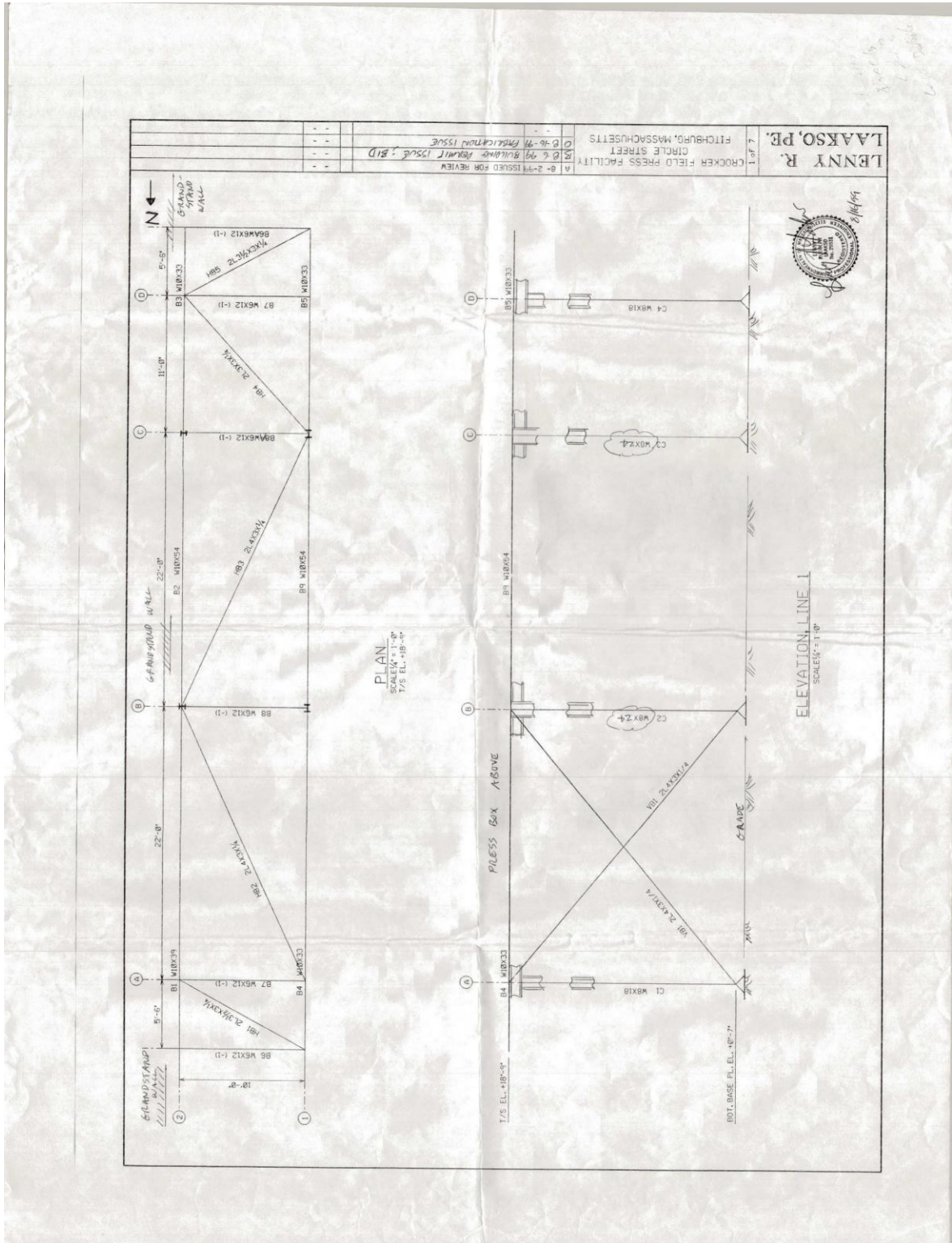
- **Flash Point:** 60°F
(Pensky-Martens/Seta Flash)
- **Viscosity:** 90 - 95 KU
- **Volume Solids:** Brownish / Red - 54% ± 2%
Gray - 55% ± 2%
- **Weight Solids:** 74% ± 2%
- **Weight/Gallon:** Brownish / Red - 11.43 ± .2%
Gray - 11.17 ± .20%

VOC #'s/Gal. as

Packaged: Brownish / Red - 2.88
Gray - 2.83

Recommended DFT: 2 to 3 mils

APPENDIX D
STRUCTURAL STEEL FRAMING PLANS FROM 1999
NOTE: SHEETS 1 & 2 ONLY



APPENDIX E: SURFACE AREA CALCULATION FOR STEEL FRAME- FOR REFERENCE ONLY

Press Box Support Steel- Surface Area

Plan No.	Pc. No.	Size	Length	Unit Area	Pc. Area	Quantity	Total Surface
							Area
			ft	sq ft	sq ft		sq ft
3	C1	W8X18	17.3	3.03	52.419	1	52.419
	P1	7" x 3/4"	0.83	1.17	0.9711	4	3.8844
	P2	9" x 3/4"	0.83	1.5	1.245	3	3.735
	P3	7" x 3/8"	0.75	1.17	0.8775	1	0.8775
	C2	W8X24	18.1	3.39	61.359	1	61.359
	a1	L3X3X1/4	0.38	0.98	0.3724	2	0.7448
	C3	W8X24	18.1	3.39	61.359	1	61.359
	C4	W8X18	17.3	3.03	52.419	1	52.419
4	P1	W8X18	2.8	3.03	8.484	2	16.968
	p1	7" x 3/4"	0.83	1.17	0.9711	2	1.9422
	p2	6.5"x7/8"	1.33	1.08	1.4364	2	2.8728
	P2	W8X24	3.68	3.39	12.4752	2	24.9504
	p1	6.5"x3/4"	1.33	1.08	1.4364	2	2.8728
	a1	L3X3X1/4	0.38	0.98	0.3724	2	0.7448
	B1	W10X39	27.75	4.19	116.2725	1	116.2725
	a1	L3X3X1/4	0.46	0.98	0.4508	2	0.9016
	p1	6"x3/8"	0.58	1	0.58	1	0.58
	a2	L3X3X1/4	0.38	0.98	0.3724	2	0.7448
	B2	W10X54	21.94	4.89	107.2866	1	107.2866
	a1	L3X3X1/4	0.46	0.98	0.4508	4	1.8032
	p1	6"x3/8"	0.58	1	0.58	1	0.58
5	B3	W10X33	16	4.16	66.56	1	66.56
	a1	L3X3X1/4	0.46	0.98	0.4508	6	2.7048
	p1	6"x3/8"	0.58	1	0.58	2	1.16
	a2	L3X3X1/4	0.38	0.98	0.3724	6	2.2344
	B4	W10X33	27.42	4.16	114.0672	1	114.0672
	B5	W10X33	16.42	4.16	68.3072	1	68.3072
	B6	W6X12	9.93	2.26	22.4418	2	44.8836
	p1	8"x3/8"	0.67	1.33	0.8911	4	3.5644
	B7	W6X12	9.93	2.26	22.4418	2	44.8836
	B8/B8A	W6X12	9.63	2.26	21.7638	2	43.5276
	p1	6"x3/8"	0.75	1	0.75	1	0.75
6	B9	W10X54	21.28	4.89	104.0592	1	104.0592
	a1	L3X3X1/4	0.46	0.98	0.4508	12	5.4096
	p1	7"x3/8"	0.58	1.17	0.6786	1	0.6786
	S1	W8X18	10.9	3.03	33.027	4	132.108
	p1	13"x7/8"	1.33	2.17	2.8861	4	11.5444
	p2	2.5"x5/16"	0.29	0.42	0.1218	16	1.9488

7	VB1a	2L4X3X1/4	26.62	2.28	60.6936	1	60.6936
	VB1b1	2L4X3X1/4	12.51	2.28	28.5228	1	28.5228
	VB1b2	2L4X3X1/4	12.67	2.28	28.8876	2	57.7752
	p1	17.69"X3/8"	1.83	2.95	5.3985	1	5.3985
	HB1	2L3.5X3.5X1/4	10.12	2.28	23.0736	1	23.0736
	HB2	2L4X3X1/4	23.08	2.28	52.6224	1	52.6224
	HB3	2L4X3X1/4	22.85	2.28	52.098	1	52.098
	HB4	2L3X3X1/4	14.16	1.96	27.7536	1	27.7536
	HB5	2L3.5X3.5X1/4	10.12	2.28	23.0736	1	23.0736

TOTAL

1494.7201

say	1500 sq ft
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MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

Prevailing Wage Rates

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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Fitchburg
Contract Number: 25-104 **City/Town:** FITCHBURG
Description of Work: clean and paint steel press box and spiral staircase
Job Location: 718 Main St

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.70	\$9.90	\$18.36	\$0.00	\$67.96
	06/01/2025	\$41.09	\$9.90	\$18.36	\$0.00	\$69.35
	12/01/2025	\$42.47	\$9.90	\$18.36	\$0.00	\$70.73
	06/01/2026	\$43.91	\$9.90	\$18.36	\$0.00	\$72.17
	12/01/2026	\$45.35	\$9.90	\$18.36	\$0.00	\$73.61
	06/01/2027	\$46.80	\$9.90	\$18.36	\$0.00	\$75.06
	12/01/2027	\$48.25	\$9.90	\$18.36	\$0.00	\$76.51
	06/01/2028	\$49.75	\$9.90	\$18.36	\$0.00	\$78.01
	12/01/2028	\$51.25	\$9.90	\$18.36	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.70	\$9.90	\$18.46	\$0.00	\$68.06
	06/01/2025	\$41.09	\$9.90	\$18.46	\$0.00	\$69.45
	12/01/2025	\$42.47	\$9.90	\$18.46	\$0.00	\$70.83
	06/01/2026	\$43.91	\$9.90	\$18.46	\$0.00	\$72.27
	12/01/2026	\$45.35	\$9.90	\$18.46	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.70	\$9.90	\$18.36	\$0.00	\$67.96
	06/01/2025	\$41.09	\$9.90	\$18.36	\$0.00	\$69.35
	12/01/2025	\$42.47	\$9.90	\$18.36	\$0.00	\$70.73
	06/01/2026	\$43.91	\$9.90	\$18.36	\$0.00	\$72.17
	12/01/2026	\$45.35	\$9.90	\$18.36	\$0.00	\$73.61
	06/01/2027	\$46.80	\$9.90	\$18.36	\$0.00	\$75.06
	12/01/2027	\$48.25	\$9.90	\$18.36	\$0.00	\$76.51
	06/01/2028	\$49.75	\$9.90	\$18.36	\$0.00	\$78.01
	12/01/2028	\$51.25	\$9.90	\$18.36	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.70	\$9.90	\$18.46	\$0.00	\$68.06
	06/01/2025	\$41.09	\$9.90	\$18.46	\$0.00	\$69.45
	12/01/2025	\$42.47	\$9.90	\$18.46	\$0.00	\$70.83
	06/01/2026	\$43.91	\$9.90	\$18.46	\$0.00	\$72.27
	12/01/2026	\$45.35	\$9.90	\$18.46	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (LOWELL)</i>	02/01/2025	\$63.66	\$11.49	\$22.90	\$0.00	\$98.05
	08/01/2025	\$65.81	\$11.49	\$22.90	\$0.00	\$100.20
	02/01/2026	\$67.16	\$11.49	\$22.90	\$0.00	\$101.55
	08/01/2026	\$69.36	\$11.49	\$22.90	\$0.00	\$103.75
	02/01/2027	\$70.76	\$11.49	\$22.90	\$0.00	\$105.15

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

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.83	\$11.49	\$22.90	\$0.00	\$66.22
2	60	\$38.20	\$11.49	\$22.90	\$0.00	\$72.59
3	70	\$44.56	\$11.49	\$22.90	\$0.00	\$78.95
4	80	\$50.93	\$11.49	\$22.90	\$0.00	\$85.32
5	90	\$57.29	\$11.49	\$22.90	\$0.00	\$91.68

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.91	\$11.49	\$22.90	\$0.00	\$67.30
2	60	\$39.49	\$11.49	\$22.90	\$0.00	\$73.88
3	70	\$46.07	\$11.49	\$22.90	\$0.00	\$80.46
4	80	\$52.65	\$11.49	\$22.90	\$0.00	\$87.04
5	90	\$59.23	\$11.49	\$22.90	\$0.00	\$93.62

Notes:

Apprentice to Journeyworker Ratio:1:5

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2024	\$47.35	\$9.90	\$19.05	\$0.00	\$76.30
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$48.85	\$9.90	\$19.05	\$0.00	\$77.80
	12/01/2025	\$50.35	\$9.90	\$19.05	\$0.00	\$79.30
	06/01/2026	\$51.90	\$9.90	\$19.05	\$0.00	\$80.85
	12/01/2026	\$53.40	\$9.90	\$19.05	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2024	\$46.20	\$9.90	\$19.05	\$0.00	\$75.15
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$47.70	\$9.90	\$19.05	\$0.00	\$76.65
	12/01/2025	\$49.20	\$9.90	\$19.05	\$0.00	\$78.15
	06/01/2026	\$50.75	\$9.90	\$19.05	\$0.00	\$79.70
	12/01/2026	\$52.25	\$9.90	\$19.05	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN	12/01/2024	\$46.53	\$9.90	\$19.05	\$0.00	\$75.48
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$48.03	\$9.90	\$19.05	\$0.00	\$76.98
	12/01/2025	\$49.53	\$9.90	\$19.05	\$0.00	\$78.48
	06/01/2026	\$51.08	\$9.90	\$19.05	\$0.00	\$80.03
	12/01/2026	\$52.58	\$9.90	\$19.05	\$0.00	\$81.53

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						

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

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2025

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

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.89	\$9.83	\$1.73	\$0.00	\$34.45
2	45	\$22.89	\$9.83	\$1.73	\$0.00	\$34.45
3	55	\$27.98	\$9.83	\$3.40	\$0.00	\$41.21
4	55	\$27.98	\$9.83	\$3.40	\$0.00	\$41.21
5	70	\$35.61	\$9.83	\$16.51	\$0.00	\$61.95
6	70	\$35.61	\$9.83	\$16.51	\$0.00	\$61.95
7	80	\$40.70	\$9.83	\$18.24	\$0.00	\$68.77
8	80	\$40.70	\$9.83	\$18.24	\$0.00	\$68.77

Notes:

Apprentice to Journeyworker Ratio:1:5

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

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2024

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

Effective Date - 10/01/2025

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

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2024	\$49.19	\$13.35	\$24.21	\$1.80	\$88.55
BRICKLAYERS LOCAL 3 (LOWELL)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.60	\$13.35	\$16.43	\$0.00	\$54.38
2	60	\$29.51	\$13.35	\$19.21	\$1.80	\$63.87
3	65	\$31.97	\$13.35	\$20.21	\$1.80	\$67.33
4	70	\$34.43	\$13.35	\$21.21	\$1.80	\$70.79
5	75	\$36.89	\$13.35	\$22.21	\$1.80	\$74.25
6	80	\$39.35	\$13.35	\$23.21	\$1.80	\$77.71
7	90	\$44.27	\$13.35	\$24.21	\$1.80	\$83.63

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
LABORERS - ZONE 2	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2025

Effective Date - 01/01/2025						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	12/02/2024	\$46.25	\$9.90	\$18.90	\$0.00	\$75.05
LABORERS - ZONE 2	06/02/2025	\$47.75	\$9.90	\$18.90	\$0.00	\$76.55
	12/01/2025	\$49.25	\$9.90	\$18.90	\$0.00	\$78.05
	06/01/2026	\$50.80	\$9.90	\$18.90	\$0.00	\$79.60
	12/07/2026	\$52.30	\$9.90	\$18.90	\$0.00	\$81.10
	06/07/2027	\$53.90	\$9.90	\$18.90	\$0.00	\$82.70
	12/06/2027	\$55.50	\$9.90	\$18.90	\$0.00	\$84.30
	06/05/2028	\$57.18	\$9.90	\$18.90	\$0.00	\$85.98
	12/04/2028	\$58.85	\$9.90	\$18.90	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/02/2024	\$47.25	\$9.90	\$18.90	\$0.00	\$76.05
LABORERS - ZONE 2	06/02/2025	\$48.75	\$9.90	\$18.90	\$0.00	\$77.55
	12/01/2025	\$50.25	\$9.90	\$18.90	\$0.00	\$79.05
	06/01/2026	\$51.80	\$9.90	\$18.90	\$0.00	\$80.60
	12/07/2026	\$53.30	\$9.90	\$18.90	\$0.00	\$82.10
	06/07/2027	\$54.90	\$9.90	\$18.90	\$0.00	\$83.70
	12/06/2027	\$56.50	\$9.90	\$18.90	\$0.00	\$85.30
	06/05/2028	\$58.18	\$9.90	\$18.90	\$0.00	\$86.98
	12/04/2028	\$59.85	\$9.90	\$18.90	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS	12/02/2024	\$47.00	\$9.90	\$18.90	\$0.00	\$75.80
LABORERS - ZONE 2	06/02/2025	\$48.50	\$9.90	\$18.90	\$0.00	\$77.30
	12/01/2025	\$50.00	\$9.90	\$18.90	\$0.00	\$78.80
	06/01/2026	\$51.55	\$9.90	\$18.90	\$0.00	\$80.35
	12/07/2026	\$53.05	\$9.90	\$18.90	\$0.00	\$81.85
	06/07/2027	\$54.65	\$9.90	\$18.90	\$0.00	\$83.45
	12/06/2027	\$56.25	\$9.90	\$18.90	\$0.00	\$85.05
	06/05/2028	\$57.93	\$9.90	\$18.90	\$0.00	\$86.73
	12/04/2028	\$59.60	\$9.90	\$18.90	\$0.00	\$88.40

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER	12/02/2024	\$47.25	\$9.90	\$18.90	\$0.00	\$76.05
LABORERS - ZONE 2	06/02/2025	\$48.75	\$9.90	\$18.90	\$0.00	\$77.55
	12/01/2025	\$50.25	\$9.90	\$18.90	\$0.00	\$79.05
	06/01/2026	\$51.80	\$9.90	\$18.90	\$0.00	\$80.60
	12/07/2026	\$53.30	\$9.90	\$18.90	\$0.00	\$82.10
	06/07/2027	\$54.90	\$9.90	\$18.90	\$0.00	\$83.70
	12/06/2027	\$56.50	\$9.90	\$18.90	\$0.00	\$85.30
	06/05/2028	\$58.18	\$9.90	\$18.90	\$0.00	\$86.98
	12/04/2028	\$59.85	\$9.90	\$18.90	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR	12/02/2024	\$47.00	\$9.90	\$18.90	\$0.00	\$75.80
LABORERS - ZONE 2	06/02/2025	\$48.50	\$9.90	\$18.90	\$0.00	\$77.30
	12/01/2025	\$50.00	\$9.90	\$18.90	\$0.00	\$78.80
	06/01/2026	\$51.55	\$9.90	\$18.90	\$0.00	\$80.35
	12/07/2026	\$53.05	\$9.90	\$18.90	\$0.00	\$81.85
	06/07/2027	\$54.65	\$9.90	\$18.90	\$0.00	\$83.45
	12/06/2027	\$56.25	\$9.90	\$18.90	\$0.00	\$85.05
	06/05/2028	\$57.93	\$9.90	\$18.90	\$0.00	\$86.73
	12/04/2028	\$59.60	\$9.90	\$18.90	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	12/02/2024	\$46.25	\$9.90	\$18.90	\$0.00	\$75.05
LABORERS - ZONE 2	06/02/2025	\$47.75	\$9.90	\$18.90	\$0.00	\$76.55
	12/01/2025	\$49.25	\$9.90	\$18.90	\$0.00	\$78.05
	06/01/2026	\$50.80	\$9.90	\$18.90	\$0.00	\$79.60
	12/07/2026	\$52.30	\$9.90	\$18.90	\$0.00	\$81.10
	06/07/2027	\$53.90	\$9.90	\$18.90	\$0.00	\$82.70
	12/06/2027	\$55.50	\$9.90	\$18.90	\$0.00	\$84.30
	06/05/2028	\$57.18	\$9.90	\$18.90	\$0.00	\$85.98
	12/04/2028	\$58.85	\$9.90	\$18.90	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER	08/01/2024	\$78.11	\$10.08	\$24.29	\$0.00	\$112.48
PILE DRIVER LOCAL 56 (ZONE 2)						
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate						
DIVER TENDER	08/01/2024	\$51.97	\$10.08	\$24.29	\$0.00	\$86.34
PILE DRIVER LOCAL 56 (ZONE 2)						
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate						
DIVER TENDER (EFFLUENT)	08/01/2024	\$83.69	\$10.08	\$24.29	\$0.00	\$118.06
PILE DRIVER LOCAL 56 (ZONE 2)						
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34

Apprentice - *ELECTRICIAN - Local 96*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.82	\$13.99	\$0.56	\$0.00	\$33.37
2	45	\$21.17	\$13.99	\$0.64	\$0.00	\$35.80
3	48	\$22.58	\$13.99	\$15.79	\$0.00	\$52.36
4	55	\$25.88	\$13.99	\$16.26	\$0.00	\$56.13
5	65	\$30.58	\$13.99	\$16.91	\$0.00	\$61.48
6	80	\$37.64	\$13.99	\$17.90	\$0.00	\$69.53

Effective Date - 09/07/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.26	\$14.98	\$0.58	\$0.00	\$34.82
2	45	\$21.67	\$14.98	\$0.65	\$0.00	\$37.30
3	48	\$23.12	\$14.98	\$16.09	\$0.00	\$54.19
4	55	\$26.49	\$14.98	\$16.57	\$0.00	\$58.04
5	65	\$31.30	\$14.98	\$17.25	\$0.00	\$63.53
6	80	\$38.53	\$14.98	\$18.26	\$0.00	\$71.77

Notes:

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2025	\$62.83	\$16.28	\$21.36	\$0.00	\$100.47
	01/01/2026	\$63.68	\$16.38	\$21.76	\$0.00	\$101.82
	01/01/2027	\$64.53	\$16.48	\$22.16	\$0.00	\$103.17

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2025

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

Effective Date - 01/01/2026

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.84	\$16.38	\$0.00	\$0.00	\$48.22
2	55	\$35.02	\$16.38	\$21.76	\$0.00	\$73.16
3	65	\$41.39	\$16.38	\$21.76	\$0.00	\$79.53
4	70	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
5	80	\$50.94	\$16.38	\$21.76	\$0.00	\$89.08

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2025	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2026	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
	01/01/2027	\$45.17	\$16.48	\$22.16	\$0.00	\$83.81
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/01/2024	\$51.78	\$15.30	\$16.40	\$0.00	\$83.48
OPERATING ENGINEERS LOCAL 4	05/01/2025	\$53.22	\$15.30	\$16.40	\$0.00	\$84.92
	11/01/2025	\$54.51	\$15.30	\$16.40	\$0.00	\$86.21
	05/01/2026	\$55.95	\$15.30	\$16.40	\$0.00	\$87.65
	11/01/2026	\$57.24	\$15.30	\$16.40	\$0.00	\$88.94
	05/01/2027	\$58.67	\$15.30	\$16.40	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/01/2024	\$53.37	\$15.30	\$16.40	\$0.00	\$85.07
OPERATING ENGINEERS LOCAL 4	05/01/2025	\$54.82	\$15.30	\$16.40	\$0.00	\$86.52
	11/01/2025	\$56.12	\$15.30	\$16.40	\$0.00	\$87.82
	05/01/2026	\$57.57	\$15.30	\$16.40	\$0.00	\$89.27
	11/01/2026	\$58.87	\$15.30	\$16.40	\$0.00	\$90.57
	05/01/2027	\$60.32	\$15.30	\$16.40	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
	05/01/2025	\$26.22	\$15.30	\$16.40	\$0.00	\$57.92
	11/01/2025	\$26.98	\$15.30	\$16.40	\$0.00	\$58.68
	05/01/2026	\$27.83	\$15.30	\$16.40	\$0.00	\$59.53
	11/01/2026	\$28.59	\$15.30	\$16.40	\$0.00	\$60.29
	05/01/2027	\$29.44	\$15.30	\$16.40	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$45.96	\$15.55	\$16.50	\$0.00	\$78.01
	06/01/2025	\$47.02	\$15.55	\$16.50	\$0.00	\$79.07
	12/01/2025	\$48.19	\$15.55	\$16.50	\$0.00	\$80.24
	06/01/2026	\$49.25	\$15.55	\$16.50	\$0.00	\$81.30
	12/01/2026	\$50.43	\$15.55	\$16.50	\$0.00	\$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$27.01	\$9.90	\$18.46	\$0.00	\$55.37
	06/01/2025	\$28.09	\$9.90	\$18.46	\$0.00	\$56.45
	12/01/2025	\$28.09	\$9.90	\$18.46	\$0.00	\$56.45
	06/01/2026	\$29.21	\$9.90	\$18.46	\$0.00	\$57.57
	12/01/2026	\$29.21	\$9.90	\$18.46	\$0.00	\$57.57
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	03/01/2024	\$49.47	\$8.83	\$20.27	\$0.00	\$78.57

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.74	\$8.83	\$1.76	\$0.00	\$35.33
2	55	\$27.21	\$8.83	\$1.76	\$0.00	\$37.80
3	60	\$29.68	\$8.83	\$3.52	\$0.00	\$42.03
4	65	\$32.16	\$8.83	\$3.52	\$0.00	\$44.51
5	70	\$34.63	\$8.83	\$16.75	\$0.00	\$60.21
6	75	\$37.10	\$8.83	\$16.75	\$0.00	\$62.68
7	80	\$39.58	\$8.83	\$18.51	\$0.00	\$66.92
8	85	\$42.05	\$8.83	\$18.51	\$0.00	\$69.39

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$32.63/ 3&4 \$39.28/ 5&6 \$59.86/ 7&8 \$66.52

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2024

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

Effective Date - 06/01/2025

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

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS LOCAL 4</i>	03/01/2025	\$55.00	\$11.30	\$17.77	\$0.00	\$84.07
	09/01/2025	\$56.40	\$11.30	\$17.77	\$0.00	\$85.47
	03/01/2026	\$57.80	\$11.30	\$17.77	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS LOCAL 4</i>	03/01/2025	\$55.00	\$11.30	\$17.77	\$0.00	\$84.07
	09/01/2025	\$56.40	\$11.30	\$17.77	\$0.00	\$85.47
	03/01/2026	\$57.80	\$11.30	\$17.77	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.70	\$9.90	\$18.36	\$0.00	\$67.96
	06/01/2025	\$41.09	\$9.90	\$18.36	\$0.00	\$69.35
	12/01/2025	\$42.47	\$9.90	\$18.36	\$0.00	\$70.73
	06/01/2026	\$43.91	\$9.90	\$18.36	\$0.00	\$72.17
	12/01/2026	\$45.35	\$9.90	\$18.36	\$0.00	\$73.61
	06/01/2027	\$46.80	\$9.90	\$18.36	\$0.00	\$75.06
	12/01/2027	\$48.25	\$9.90	\$18.36	\$0.00	\$76.51
	06/01/2028	\$49.75	\$9.90	\$18.36	\$0.00	\$78.01
	12/01/2028	\$51.25	\$9.90	\$18.36	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.70	\$9.90	\$18.46	\$0.00	\$68.06
	06/01/2025	\$41.09	\$9.90	\$18.46	\$0.00	\$69.45
	12/01/2025	\$42.47	\$9.90	\$18.46	\$0.00	\$70.83
	06/01/2026	\$43.91	\$9.90	\$18.46	\$0.00	\$72.27
	12/01/2026	\$45.35	\$9.90	\$18.46	\$0.00	\$73.71

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

INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	09/01/2024	\$51.23	\$14.75	\$19.61	\$0.00	\$85.59
	09/01/2025	\$54.31	\$14.75	\$19.61	\$0.00	\$88.67
	09/01/2026	\$57.38	\$14.75	\$19.61	\$0.00	\$91.74

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

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.62	\$14.75	\$14.32	\$0.00	\$54.69
2	60	\$30.74	\$14.75	\$15.37	\$0.00	\$60.86
3	70	\$35.86	\$14.75	\$16.43	\$0.00	\$67.04
4	80	\$40.98	\$14.75	\$17.49	\$0.00	\$73.22

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.16	\$14.75	\$14.32	\$0.00	\$56.23
2	60	\$32.59	\$14.75	\$15.37	\$0.00	\$62.71
3	70	\$38.02	\$14.75	\$16.43	\$0.00	\$69.20
4	80	\$43.45	\$14.75	\$17.49	\$0.00	\$75.69

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (WORCESTER AREA)</i>	03/16/2024	\$53.67	\$8.35	\$26.70	\$0.00	\$88.72
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Apprentice - IRONWORKER - Local 7 Worcester

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.20	\$8.35	\$26.70	\$0.00	\$67.25
2	70	\$37.57	\$8.35	\$26.70	\$0.00	\$72.62
3	75	\$40.25	\$8.35	\$26.70	\$0.00	\$75.30
4	80	\$42.94	\$8.35	\$26.70	\$0.00	\$77.99
5	85	\$45.62	\$8.35	\$26.70	\$0.00	\$80.67
6	90	\$48.30	\$8.35	\$26.70	\$0.00	\$83.35

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						

LABORER LABORERS - ZONE 2	12/01/2024	\$38.95	\$9.90	\$18.36	\$0.00	\$67.21
	06/01/2025	\$40.34	\$9.90	\$18.36	\$0.00	\$68.60
	12/01/2025	\$41.72	\$9.90	\$18.36	\$0.00	\$69.98
	06/01/2026	\$43.16	\$9.90	\$18.36	\$0.00	\$71.42
	12/01/2026	\$44.60	\$9.90	\$18.36	\$0.00	\$72.86
	06/01/2027	\$46.05	\$9.90	\$18.36	\$0.00	\$74.31
	12/01/2027	\$47.50	\$9.90	\$18.36	\$0.00	\$75.76
	06/01/2028	\$49.00	\$9.90	\$18.36	\$0.00	\$77.26
	12/01/2028	\$50.50	\$9.90	\$18.36	\$0.00	\$78.76

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.37	\$9.90	\$18.36	\$0.00	\$51.63
2	70	\$27.27	\$9.90	\$18.36	\$0.00	\$55.53
3	80	\$31.16	\$9.90	\$18.36	\$0.00	\$59.42
4	90	\$35.06	\$9.90	\$18.36	\$0.00	\$63.32

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.20	\$9.90	\$18.36	\$0.00	\$52.46
2	70	\$28.24	\$9.90	\$18.36	\$0.00	\$56.50
3	80	\$32.27	\$9.90	\$18.36	\$0.00	\$60.53
4	90	\$36.31	\$9.90	\$18.36	\$0.00	\$64.57

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2024	\$38.95	\$9.90	\$18.46	\$0.00	\$67.31
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$40.34	\$9.90	\$18.46	\$0.00	\$68.70
	12/01/2025	\$41.72	\$9.90	\$18.46	\$0.00	\$70.08
	06/01/2026	\$43.16	\$9.90	\$18.46	\$0.00	\$71.52
	12/01/2026	\$44.60	\$9.90	\$18.46	\$0.00	\$72.96

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.37	\$9.90	\$18.46	\$0.00	\$51.73
2	70	\$27.27	\$9.90	\$18.46	\$0.00	\$55.63
3	80	\$31.16	\$9.90	\$18.46	\$0.00	\$59.52
4	90	\$35.06	\$9.90	\$18.46	\$0.00	\$63.42

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.20	\$9.90	\$18.46	\$0.00	\$52.56
2	70	\$28.24	\$9.90	\$18.46	\$0.00	\$56.60
3	80	\$32.27	\$9.90	\$18.46	\$0.00	\$60.63
4	90	\$36.31	\$9.90	\$18.46	\$0.00	\$64.67

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$38.95	\$9.90	\$18.36	\$0.00	\$67.21
	06/01/2025	\$40.34	\$9.90	\$18.36	\$0.00	\$68.60
	12/01/2025	\$41.72	\$9.90	\$18.36	\$0.00	\$69.98
	06/01/2026	\$43.16	\$9.90	\$18.36	\$0.00	\$71.42
	12/01/2026	\$44.60	\$9.90	\$18.36	\$0.00	\$72.86
	06/01/2027	\$46.05	\$9.90	\$18.36	\$0.00	\$74.31
	12/01/2027	\$47.50	\$9.90	\$18.36	\$0.00	\$75.76
	06/01/2028	\$49.00	\$9.90	\$18.36	\$0.00	\$77.26
	12/01/2028	\$50.50	\$9.90	\$18.36	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$38.95	\$9.90	\$18.36	\$0.00	\$67.21
	06/01/2025	\$40.34	\$9.90	\$18.36	\$0.00	\$68.60
	12/01/2025	\$41.72	\$9.90	\$18.36	\$0.00	\$69.98
	06/01/2026	\$43.16	\$9.90	\$18.36	\$0.00	\$71.42
	12/01/2026	\$44.60	\$9.90	\$18.36	\$0.00	\$72.86
	06/01/2027	\$46.05	\$9.90	\$18.36	\$0.00	\$74.31
	12/01/2027	\$47.50	\$9.90	\$18.36	\$0.00	\$75.76
	06/01/2028	\$49.00	\$9.90	\$18.36	\$0.00	\$77.26
	12/01/2028	\$50.50	\$9.90	\$18.36	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/02/2024	\$39.04	\$9.90	\$18.42	\$0.00	\$67.36
	06/02/2025	\$40.43	\$9.90	\$18.42	\$0.00	\$68.75
	12/01/2025	\$41.81	\$9.90	\$18.42	\$0.00	\$70.13
	06/01/2026	\$43.25	\$9.90	\$18.42	\$0.00	\$71.57
	12/07/2026	\$44.69	\$9.90	\$18.42	\$0.00	\$73.01
	06/07/2027	\$46.14	\$9.90	\$18.42	\$0.00	\$74.46
	12/06/2027	\$47.59	\$9.90	\$18.42	\$0.00	\$75.91
	06/05/2028	\$49.09	\$9.90	\$18.42	\$0.00	\$77.41
	12/04/2028	\$50.59	\$9.90	\$18.42	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$38.95	\$9.90	\$18.36	\$0.00	\$67.21
	06/01/2025	\$40.34	\$9.90	\$18.36	\$0.00	\$68.60
	12/01/2025	\$41.72	\$9.90	\$18.36	\$0.00	\$69.98
	06/01/2026	\$43.16	\$9.90	\$18.36	\$0.00	\$71.42
	12/01/2026	\$44.60	\$9.90	\$18.36	\$0.00	\$72.86
	06/01/2027	\$46.05	\$9.90	\$18.36	\$0.00	\$74.31
	12/01/2027	\$47.50	\$9.90	\$18.36	\$0.00	\$75.76
	06/01/2028	\$49.00	\$9.90	\$18.36	\$0.00	\$77.26
	12/01/2028	\$50.50	\$9.90	\$18.36	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2024	\$38.95	\$9.90	\$18.36	\$0.00	\$67.21
	06/01/2025	\$40.34	\$9.90	\$18.36	\$0.00	\$68.60
	12/01/2025	\$41.72	\$9.90	\$18.36	\$0.00	\$69.98
	06/01/2026	\$43.16	\$9.90	\$18.36	\$0.00	\$71.42
	12/01/2026	\$44.60	\$9.90	\$18.36	\$0.00	\$72.86
	06/01/2027	\$46.05	\$9.90	\$18.36	\$0.00	\$74.31
	12/01/2027	\$47.50	\$9.90	\$18.36	\$0.00	\$75.76
	06/01/2028	\$49.00	\$9.90	\$18.36	\$0.00	\$77.26
	12/01/2028	\$50.50	\$9.90	\$18.36	\$0.00	\$78.76
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2025	\$50.36	\$11.49	\$21.62	\$0.00	\$83.47
	08/01/2025	\$52.08	\$11.49	\$21.62	\$0.00	\$85.19
	02/01/2026	\$53.16	\$11.49	\$21.62	\$0.00	\$86.27
	08/01/2026	\$54.92	\$11.49	\$21.62	\$0.00	\$88.03
	02/01/2027	\$56.04	\$11.49	\$21.62	\$0.00	\$89.15

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile								
Effective Date - 02/01/2025								
Step	percent			Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50			\$25.18	\$11.49	\$21.62	\$0.00	\$58.29
2	60			\$30.22	\$11.49	\$21.62	\$0.00	\$63.33
3	70			\$35.25	\$11.49	\$21.62	\$0.00	\$68.36
4	80			\$40.29	\$11.49	\$21.62	\$0.00	\$73.40
5	90			\$45.32	\$11.49	\$21.62	\$0.00	\$78.43
Effective Date - 08/01/2025								
Step	percent			Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50			\$26.04	\$11.49	\$21.62	\$0.00	\$59.15
2	60			\$31.25	\$11.49	\$21.62	\$0.00	\$64.36
3	70			\$36.46	\$11.49	\$21.62	\$0.00	\$69.57
4	80			\$41.66	\$11.49	\$21.62	\$0.00	\$74.77
5	90			\$46.87	\$11.49	\$21.62	\$0.00	\$79.98
Notes:								
Apprentice to Journeyworker Ratio:1:3								
MARBLE MASONS,TILELAYERS & TERRAZZO MECH			02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
BRICKLAYERS LOCAL 3 - MARBLE & TILE			08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
			02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
			08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
			02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2025

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

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.99	\$11.49	\$23.56	\$0.00	\$69.04
2	60	\$40.78	\$11.49	\$23.56	\$0.00	\$75.83
3	70	\$47.58	\$11.49	\$23.56	\$0.00	\$82.63
4	80	\$54.38	\$11.49	\$23.56	\$0.00	\$89.43
5	90	\$61.17	\$11.49	\$23.56	\$0.00	\$96.22

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3)	01/06/2025	\$43.48	\$10.08	\$21.22	\$0.00	\$74.78
MILLWRIGHTS LOCAL 1121 - Zone 3	01/05/2026	\$45.76	\$10.08	\$21.22	\$0.00	\$77.06

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 3						
Effective Date - 01/06/2025						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.91	\$10.08	\$5.36	\$0.00	\$39.35
2	65	\$28.26	\$10.08	\$6.34	\$0.00	\$44.68
3	75	\$32.61	\$10.08	\$18.78	\$0.00	\$61.47
4	85	\$36.96	\$10.08	\$19.76	\$0.00	\$66.80
Effective Date - 01/05/2026						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.17	\$10.08	\$5.36	\$0.00	\$40.61
2	65	\$29.74	\$10.08	\$6.34	\$0.00	\$46.16
3	75	\$34.32	\$10.08	\$18.78	\$0.00	\$63.18
4	85	\$38.90	\$10.08	\$19.76	\$0.00	\$68.74
Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours						
Apprentice to Journeyworker Ratio:1:4						
MORTAR MIXER	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
LABORERS - ZONE 2	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$25.97	\$15.30	\$16.40	\$0.00	\$57.67
	12/01/2025	\$26.63	\$15.30	\$16.40	\$0.00	\$58.33
	06/01/2026	\$27.22	\$15.30	\$16.40	\$0.00	\$58.92
	12/01/2026	\$27.89	\$15.30	\$16.40	\$0.00	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	12/01/2024	\$31.08	\$15.30	\$16.40	\$0.00	\$62.78
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$31.80	\$15.30	\$16.40	\$0.00	\$63.50
	12/01/2025	\$32.60	\$15.30	\$16.40	\$0.00	\$64.30
	06/01/2026	\$33.32	\$15.30	\$16.40	\$0.00	\$65.02
	12/01/2026	\$34.12	\$15.30	\$16.40	\$0.00	\$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26
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* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*

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

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

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

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86
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* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92
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PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2024	\$38.95	\$9.90	\$18.46	\$0.00	\$67.31
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$40.34	\$9.90	\$18.46	\$0.00	\$68.70
	12/01/2025	\$41.72	\$9.90	\$18.46	\$0.00	\$70.08
	06/01/2026	\$43.16	\$9.90	\$18.46	\$0.00	\$71.52
	12/01/2026	\$44.60	\$9.90	\$18.46	\$0.00	\$72.96

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

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

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2024	\$51.97	\$10.08	\$24.29	\$0.00	\$86.34
PILE DRIVER LOCAL 56 (ZONE 2)						
For apprentice rates see "Apprentice- PILE DRIVER"						

PILE DRIVER	08/01/2024	\$51.97	\$10.08	\$24.29	\$0.00	\$86.34
PILE DRIVER LOCAL 56 (ZONE 2)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$23.39	\$10.08	\$2.53	\$0.00	\$36.00
2	55	\$28.58	\$10.08	\$5.07	\$0.00	\$43.73
3	70	\$36.38	\$10.08	\$19.22	\$0.00	\$65.68
4	80	\$41.58	\$10.08	\$21.76	\$0.00	\$73.42

Notes:

% Indentured BEFORE 8/1/2020, 50/60/70/75/80/80/90/90
Step 1 \$60.36/2 \$65.75/3 \$70.75/4 \$73.35/5&6 \$75.95/7&8 81.14

Apprentice to Journeyworker Ratio:1:5

PIPELAYER LABORERS - ZONE 2	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBER & PIPEFITTER PLUMBERS LOCAL 4	03/01/2025	\$55.00	\$11.30	\$17.77	\$0.00	\$84.07
	09/01/2025	\$56.40	\$11.30	\$17.77	\$0.00	\$85.47
	03/01/2026	\$57.80	\$11.30	\$17.77	\$0.00	\$86.87

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PLUMBER/PIPEFITTER - Local 4

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.00	\$11.30	\$0.00	\$0.00	\$33.30
2	50	\$27.50	\$11.30	\$0.00	\$0.00	\$38.80
3	60	\$33.00	\$11.30	\$0.00	\$0.00	\$44.30
4	70	\$38.50	\$11.30	\$8.06	\$0.00	\$57.86
5	80	\$44.00	\$11.30	\$8.06	\$0.00	\$63.36

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.56	\$11.30	\$0.00	\$0.00	\$33.86
2	50	\$28.20	\$11.30	\$0.00	\$0.00	\$39.50
3	60	\$33.84	\$11.30	\$0.00	\$0.00	\$45.14
4	70	\$39.48	\$11.30	\$8.06	\$0.00	\$58.84
5	80	\$45.12	\$11.30	\$8.06	\$0.00	\$64.48

Notes:

Steps - 2000 hrs; Step 4 w/lic 75%, Step 5 w/lic 85%
Step 4 w/lic \$52.59, Step 5 w/lic \$57.44

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.)	03/01/2025	\$55.00	\$11.30	\$17.77	\$0.00	\$84.07
PLUMBERS LOCAL 4	09/01/2025	\$56.40	\$11.30	\$17.77	\$0.00	\$85.47
	03/01/2026	\$57.80	\$11.30	\$17.77	\$0.00	\$86.87

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

PNEUMATIC DRILL/TOOL OPERATOR	12/01/2024	\$39.70	\$9.90	\$17.54	\$0.00	\$67.14
LABORERS - ZONE 2	06/01/2025	\$41.09	\$9.90	\$17.54	\$0.00	\$68.53
	12/01/2025	\$42.47	\$9.90	\$17.54	\$0.00	\$69.91
	06/01/2026	\$43.91	\$9.90	\$17.54	\$0.00	\$71.35
	12/01/2026	\$45.35	\$9.90	\$17.54	\$0.00	\$72.79
	06/01/2027	\$46.80	\$9.90	\$17.54	\$0.00	\$74.24
	12/01/2027	\$48.25	\$9.90	\$17.54	\$0.00	\$75.69
	06/01/2028	\$49.75	\$9.90	\$17.54	\$0.00	\$77.19
	12/01/2028	\$51.25	\$9.90	\$17.54	\$0.00	\$78.69

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21

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 2</i>	12/01/2024	\$39.95	\$9.90	\$18.36	\$0.00	\$68.21
	06/01/2025	\$41.34	\$9.90	\$18.36	\$0.00	\$69.60
	12/01/2025	\$42.72	\$9.90	\$18.36	\$0.00	\$70.98
	06/01/2026	\$44.16	\$9.90	\$18.36	\$0.00	\$72.42
	12/01/2026	\$45.60	\$9.90	\$18.36	\$0.00	\$73.86
	06/01/2027	\$47.05	\$9.90	\$18.36	\$0.00	\$75.31
	12/01/2027	\$48.50	\$9.90	\$18.36	\$0.00	\$76.76
	06/01/2028	\$50.00	\$9.90	\$18.36	\$0.00	\$78.26
	12/01/2028	\$51.50	\$9.90	\$18.36	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$39.95	\$9.65	\$18.46	\$0.00	\$68.06
	06/01/2025	\$41.34	\$9.65	\$18.46	\$0.00	\$69.45
	12/01/2025	\$42.72	\$9.65	\$18.46	\$0.00	\$70.83
	06/01/2026	\$44.16	\$9.65	\$18.46	\$0.00	\$72.27
	12/01/2026	\$45.60	\$9.65	\$18.46	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 -J.G.MacLellan (Lunenburg)</i>	02/02/2025	\$29.50	\$11.57	\$8.00	\$0.00	\$49.07
	02/02/2026	\$29.50	\$12.37	\$8.00	\$0.00	\$49.87
	01/01/2027	\$30.00	\$12.37	\$8.00	\$0.00	\$50.37
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.20	\$9.90	\$18.36	\$0.00	\$67.46
	06/01/2025	\$40.59	\$9.90	\$18.36	\$0.00	\$68.85
	12/01/2025	\$41.97	\$9.90	\$18.36	\$0.00	\$70.23
	06/01/2026	\$43.41	\$9.90	\$18.36	\$0.00	\$71.67
	12/01/2026	\$44.85	\$9.90	\$18.36	\$0.00	\$73.11
	06/01/2027	\$46.30	\$9.90	\$18.36	\$0.00	\$74.56
	12/01/2027	\$47.75	\$9.90	\$18.36	\$0.00	\$76.01
	06/01/2028	\$49.25	\$9.90	\$18.36	\$0.00	\$77.51
	12/01/2028	\$50.75	\$9.90	\$18.36	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2025	\$52.03	\$13.28	\$21.70	\$0.00	\$87.01
	08/01/2025	\$53.53	\$13.28	\$21.70	\$0.00	\$88.51
	02/01/2026	\$54.78	\$13.28	\$21.70	\$0.00	\$89.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.02	\$13.28	\$15.55	\$0.00	\$54.85
2	60	\$31.22	\$13.28	\$21.70	\$0.00	\$66.20
3	65	\$33.82	\$13.28	\$21.70	\$0.00	\$68.80
4	75	\$39.02	\$13.28	\$21.70	\$0.00	\$74.00
5	85	\$44.23	\$13.28	\$21.70	\$0.00	\$79.21

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.77	\$13.28	\$15.55	\$0.00	\$55.60
2	60	\$32.12	\$13.28	\$21.70	\$0.00	\$67.10
3	65	\$34.79	\$13.28	\$21.70	\$0.00	\$69.77
4	75	\$40.15	\$13.28	\$21.70	\$0.00	\$75.13
5	85	\$45.50	\$13.28	\$21.70	\$0.00	\$80.48

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

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2025	\$52.28	\$13.28	\$21.70	\$0.00	\$87.26
	08/01/2025	\$53.78	\$13.28	\$21.70	\$0.00	\$88.76
	02/01/2026	\$55.03	\$13.28	\$21.70	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
Apprentice - SHEET METAL WORKER - Local 63						
Effective Date - 01/01/2025						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.00	\$5.49	\$4.86	\$0.85	\$30.20
2	50	\$21.12	\$6.10	\$5.40	\$0.94	\$33.56
3	55	\$23.23	\$6.71	\$9.71	\$1.15	\$40.80
4	60	\$25.34	\$7.32	\$9.71	\$1.23	\$43.60
5	65	\$27.45	\$7.93	\$9.71	\$1.31	\$46.40
6	70	\$29.56	\$8.54	\$9.71	\$1.39	\$49.20
7	75	\$31.67	\$9.15	\$9.71	\$1.47	\$52.00
8	80	\$33.78	\$9.76	\$17.66	\$1.78	\$62.98
9	85	\$35.90	\$10.37	\$17.66	\$1.86	\$65.79
10	90	\$38.01	\$10.98	\$17.66	\$1.94	\$68.59
Notes:						
Apprentice to Journeyworker Ratio:1:3						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2023	\$47.43	\$11.45	\$16.61	\$0.00	\$75.49

Apprentice - *SPRINKLER FITTER - Local 669*

Effective Date - 04/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:1

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TERRAZZO FINISHERS	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
<i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/01/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2025

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

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.45	\$11.49	\$23.59	\$0.00	\$68.53
2	60	\$40.13	\$11.49	\$23.59	\$0.00	\$75.21
3	70	\$46.82	\$11.49	\$23.59	\$0.00	\$81.90
4	80	\$53.51	\$11.49	\$23.59	\$0.00	\$88.59
5	90	\$60.20	\$11.49	\$23.59	\$0.00	\$95.28

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2024	\$50.20	\$9.90	\$19.05	\$0.00	\$79.15
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$51.70	\$9.90	\$19.05	\$0.00	\$80.65
	12/01/2025	\$53.20	\$9.90	\$19.05	\$0.00	\$82.15
	06/01/2026	\$54.75	\$9.90	\$19.05	\$0.00	\$83.70
	12/01/2026	\$56.25	\$9.90	\$19.05	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER	12/01/2024	\$46.32	\$9.90	\$19.05	\$0.00	\$75.27
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$47.82	\$9.90	\$19.05	\$0.00	\$76.77
	12/01/2025	\$49.32	\$9.90	\$19.05	\$0.00	\$78.27
	06/01/2026	\$50.87	\$9.90	\$19.05	\$0.00	\$79.82
	12/01/2026	\$52.37	\$9.90	\$19.05	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER	12/01/2024	\$46.20	\$9.90	\$19.05	\$0.00	\$75.15
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$47.70	\$9.90	\$19.05	\$0.00	\$76.65
	12/01/2025	\$49.20	\$9.90	\$19.05	\$0.00	\$78.15
	06/01/2026	\$50.75	\$9.90	\$19.05	\$0.00	\$79.70
	12/01/2026	\$52.25	\$9.90	\$19.05	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$58.43	\$9.90	\$19.50	\$0.00	\$87.83
	06/01/2025	\$59.93	\$9.90	\$19.50	\$0.00	\$89.33
	12/01/2025	\$61.43	\$9.90	\$19.50	\$0.00	\$90.83
	06/01/2026	\$62.98	\$9.90	\$19.50	\$0.00	\$92.38
	12/01/2026	\$64.48	\$9.90	\$19.50	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$60.43	\$9.90	\$19.50	\$0.00	\$89.83
	06/01/2025	\$61.93	\$9.90	\$19.50	\$0.00	\$91.33
	12/01/2025	\$63.43	\$9.90	\$19.50	\$0.00	\$92.83
	06/01/2026	\$64.98	\$9.90	\$19.50	\$0.00	\$94.38
	12/01/2026	\$66.48	\$9.90	\$19.50	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$50.50	\$9.90	\$19.50	\$0.00	\$79.90
	06/01/2025	\$52.00	\$9.90	\$19.50	\$0.00	\$81.40
	12/01/2025	\$53.50	\$9.90	\$19.50	\$0.00	\$82.90
	06/01/2026	\$55.05	\$9.90	\$19.50	\$0.00	\$84.45
	12/01/2026	\$56.55	\$9.90	\$19.50	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$52.50	\$9.90	\$19.50	\$0.00	\$81.90
	06/01/2025	\$54.00	\$9.90	\$19.50	\$0.00	\$83.40
	12/01/2025	\$55.50	\$9.90	\$19.50	\$0.00	\$84.90
	06/01/2026	\$57.05	\$9.90	\$19.50	\$0.00	\$86.45
	12/01/2026	\$58.55	\$9.90	\$19.50	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53
VOICE-DATA-VIDEO TECHNICIAN <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$35.29	\$13.99	\$17.57	\$0.00	\$66.85
	09/07/2025	\$36.12	\$14.98	\$17.91	\$0.00	\$69.01
	09/06/2026	\$37.04	\$15.96	\$18.27	\$0.00	\$71.27

Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.65	\$13.99	\$4.41	\$0.00	\$36.05
2	55	\$19.41	\$13.99	\$4.46	\$0.00	\$37.86
3	60	\$21.17	\$13.99	\$17.15	\$0.00	\$52.31
4	65	\$22.94	\$13.99	\$17.20	\$0.00	\$54.13
5	70	\$24.70	\$13.99	\$17.25	\$0.00	\$55.94
6	75	\$26.47	\$13.99	\$17.30	\$0.00	\$57.76
7	80	\$28.23	\$13.99	\$17.36	\$0.00	\$59.58
8	85	\$30.00	\$13.99	\$17.41	\$0.00	\$61.40

Effective Date - 09/07/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.06	\$14.98	\$4.51	\$0.00	\$37.55
2	55	\$19.87	\$14.98	\$4.57	\$0.00	\$39.42
3	60	\$21.67	\$14.98	\$17.48	\$0.00	\$54.13
4	65	\$23.48	\$14.98	\$17.53	\$0.00	\$55.99
5	70	\$25.28	\$14.98	\$17.59	\$0.00	\$57.85
6	75	\$27.09	\$14.98	\$17.64	\$0.00	\$59.71
7	80	\$28.90	\$14.98	\$17.70	\$0.00	\$61.58
8	85	\$30.70	\$14.98	\$17.75	\$0.00	\$63.43

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
LABORERS - ZONE 2	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/01/2024	\$39.20	\$9.90	\$18.46	\$0.00	\$67.56
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$40.59	\$9.90	\$18.46	\$0.00	\$68.95
	12/01/2025	\$41.97	\$9.90	\$18.46	\$0.00	\$70.33
	06/01/2026	\$43.41	\$9.90	\$18.46	\$0.00	\$71.77
	12/01/2026	\$44.85	\$9.90	\$18.46	\$0.00	\$73.21

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS LOCAL 4</i>	03/01/2025	\$55.00	\$11.30	\$17.77	\$0.00	\$84.07
	09/01/2025	\$56.40	\$11.30	\$17.77	\$0.00	\$85.47
	03/01/2026	\$57.80	\$11.30	\$17.77	\$0.00	\$86.87
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

"General Decision Number: MA20250013 04/04/2025

Superseded General Decision Number: MA20240013

State: Massachusetts

Construction Type: Building

County: Worcester County in Massachusetts.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	03/14/2025
3	03/21/2025
4	04/04/2025

ASBE0006-013 09/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe, & Mechanical System Insulation)....	\$ 49.10	36.63

BRMA0003-004 08/01/2024

	Rates	Fringes
TILE FINISHER.....	\$ 49.32	35.26
TILE SETTER.....	\$ 64.52	37.51

BRMA0003-005 08/01/2024

	Rates	Fringes
BRICKLAYER (Includes Pointing, Caulking, Cleaning, and Waterproofing).....	\$ 62.36	36.80

CARP0336-001 03/01/2025

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling installation, Batt Insulation, Drywall Hanging, Form Work, Metal Building-Metal Siding/Wall Panels, Metal Stud Installation, Scaffold Building, Fireproofer, Window and Curtain Wall Installation)...	\$ 49.10	31.20

ELEC0096-003 09/03/2023

	Rates	Fringes
ELECTRICIAN Includes HVAC/Temperature Controls Installation.....	\$ 45.59	30.92
Low Voltage Wiring.....	\$ 34.49	31.44

ELEV0041-005 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.41	38.435+a+b

FOOTNOTE:

a.Vacation: 6%/under 5 years based on regular hourly rate for

all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0004-012 12/01/2024

	Rates	Fringes
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POWER EQUIPMENT OPERATOR

GROUP 1:

Backhoe/Excavator/Trackhoe,

Loader.....	\$ 57.03	33.20
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GROUP 2: Bulldozer.....	\$ 56.40	33.20
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FOOTNOTE:

A. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Labor Day, Veterans Day; Thanksgiving Day and Christmas Day.

IRON0007-018 03/16/2024

	Rates	Fringes
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IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 54.38	36.48
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* LABR0721-002 12/01/2024

	Rates	Fringes
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LABORER (Mason Tender-Brick).....	\$ 38.95	29.81
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PAIN0035-018 07/01/2024

	Rates	Fringes
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PAINTER (Brush/Roller, Including Drywall Finisher/Taper).....	\$ 46.26	36.00
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PLUM0004-004 03/01/2025

	Rates	Fringes
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PLUMBER/PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 55.00	30.17
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ROOF0033-005 02/01/2025

	Rates	Fringes
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ROOFER.....	\$ 52.03	35.69
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SHEE0063-006 07/01/2024

	Rates	Fringes
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SHEET METAL WORKER (Includes
HVAC Duct and Unit
Installation).....\$ 40.98 34.59

SUMA2014-002 04/04/2016

	Rates	Fringes
LABORER: Common or General.....	\$ 39.84	12.04

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council

number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were

adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"



CITY OF FITCHBURG
CONTRACT BETWEEN CITY AND CONTRACTOR
(MA GENERAL LAW c. 149, PUBLIC CONSTRUCTION)

CONTRACT NO.

CONTRACT TITLE:

CONTRACTING DEPARTMENT:

THIS CONTRACT is made this ___ day of **[insert date]**, by and between **[insert Contractor name]** with a usual place of business at **[insert Contractor legal address]** (hereinafter called the Contractor), and the City of Fitchburg, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Mayor, (hereinafter referred to as the City).

WITNESSETH that the Contractor and the City of Fitchburg, for the consideration hereinafter named, agree as follows:

In all respects, this Contract shall be governed by and performed consistently with all laws of the Commonwealth of Massachusetts for public construction Contracts including but not limited to Massachusetts General Law c. 149. The provisions of the Massachusetts General Laws regarding public construction shall take precedence over any and all other Contract provisions or documents. Any conflicts among provisions and/or between documents shall be resolved and/or interpreted according to the Massachusetts General Laws (MGL). The Contractor warrants that it is familiar with and agrees to abide by all laws of the Commonwealth of Massachusetts.

ARTICLE 1. CONTRACT DOCUMENTS

- a) The City and the Contractor agree that the Contractor's bid, including any related documents, prices, deliverables, or services promised, and the City's Solicitation, including any purchase description, specifications, submission requirements, scope of work, drawings, and any other related documents are all incorporated and made part of this Contract as if written herein. These documents form the entire Contract between the parties and there are no other Contracts between the parties.
- b) This Contract is only binding upon, and enforceable against the City if the Contract is:
 - i. Signed by the Mayor;
 - ii. Signed by the City Auditor as to appropriation or availability of funds;
 - iii. Endorsed with approval of the City Solicitor as to form and legality;
 - iv. Signed by the Chief Procurement Officer as to compliance with procurement statutes.

ARTICLE 2. SCOPE OF THE WORK

The work comprises the completed construction required by the Contract documents and includes all labor, tools, materials, supplies, equipment, approvals, permits, paperwork, calculations, submittals, and certificates necessary to develop, construct, and complete the work in accordance with all laws, and all construction and other services required to be supervised, overseen, performed, or furnished by the Contract or that Contract documents require. The Contractor agrees to meet or exceed all requirements of this Contract and the Contract documents.

ARTICLE 3. TERM OF CONTRACT

This Contract shall commence **[insert start date]** and expected completion date will be **[insert completion date]**.

ARTICLE 4. CONTRACT SUM

The Contractor shall provide and perform for the Contract price all of the duties and obligations set forth in the Contract documents.

The City shall pay the Contractor for the performance of this Contract a sum NOT TO EXCEED [enter price in numbers], including all labor and materials, and based upon unit prices on bid form.

The signature of the City Auditor at the time of execution of this Contract certifies that sufficient appropriations exist and shall be encumbered to fund the Contract price. This Contract is subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract.

ARTICLE 5. CONTROL OF WORK AND ADMINISTRATION OF THE CONTRACT

- a) Any of the powers, rights, and duties of the Designer may be exercised by the City, provided that the City shall be under no obligation to do so. The City may explicitly overrule in writing any action, determination, or decision of the Designer should the City choose to do so, except to the extent that the same would violate applicable law. Except as otherwise specifically provided, the Designer shall decide all questions which may arise as to the conduct, quantity, quality, equality, acceptability, fitness, and rate of progress of the work performed and materials furnished under this Contract, and shall decide all questions which may arise as to interpretation of the specifications and drawing, and fulfillment of the Contract.
- b) The City's designee(s) and the Designer and design team may enter upon the work, the site, and premises, at any time and the Contractor shall provide safe facilities therefore.

ARTICLE 6. WORKING HOURS

- a) Unless otherwise required by the Contract documents, or directed in writing by the Designer or the City, work shall be performed during regular work hours, which, unless prescribed otherwise shall be 7:00 am to 5:00 pm, local time. Should the Contractor want to carry on work outside of regular working hours, the Contractor shall provide at least forty-eight (48) hours' notice to allow satisfactory arrangements to be made and for the City to approve the request.
- b) Work performed outside of regular working hours set forth above, without consent or knowledge of the City, shall be subject to additional inspection, the cost of which shall be borne by the Contractor whether the work is found to be acceptable or not.

ARTICLE 7. PROJECT SUPERVISION

The Contractor shall provide a qualified supervisor to oversee all work in the field. This person shall be an employee of the Contractor. The Contractor shall submit for review and written approval by the Engineer, the qualifications, projects history and references of the proposed Project Supervisor, prior to beginning work. The Project Supervisor shall be on the project site at all times while any work is being performed and shall be responsible for the coordination, quality, timeliness and performance of the work of the Contractor and the sub-Contractor(s). Should the Project Supervisor need to be absent from the work at any time, the Contractor shall provide a pre-approved alternate to assume the duties. The alternate must be approved (in a manner similar to the Project Supervisor) prior to assumption of duties.

ARTICLE 8. EMPLOY COMPETENT PEOPLE

The Contractor shall employ only competent people to do the work. Whenever the City shall notify the Contractor in writing that any person under the Contractor's employ is, in the City's opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Contract, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the City.

Contractor shall dismiss from the project any individual employed by the Contractor or any Subcontractor or supplier who is found by the Contractor, the City, or a City designee to be under the influence of drugs or alcohol, or in any other way incompetent, guilty of misconduct, or detrimental to the project.

ARTICLE 9. DEBARMENT

Contractor certifies under the pains and penalties of perjury that it, its agents, Subcontractors, and employees are not presently debarred from entering into a public Contract in the Commonwealth of Massachusetts under the provision of MGL

c. 29, §29F, or any other applicable debarment provisions of any other Chapter of MGL or any rule or regulation promulgated thereunder.

ARTICLE 10. UTILITIES, NOTICES, AND PERMITS

- a) It is the Contractor's responsibility to secure, obtain, and pay for all licenses, permits and approvals, and administrative prerequisites to performance of this Contract unless otherwise noted in the Contract documents.
- b) The Contractor shall pay all charges and fees, and cause appropriate Subcontractors to pay for all utilities required for the proper execution of the work.
- c) The Contractor shall comply with all laws and shall give all notices required.

ARTICLE 11. TELEPHONE, DATA, WI-FI

The Contractor shall provide and maintain separate individual telephone, data, and wi-fi service and pay for all calls, data service, and wi-fi service relating to the work.

ARTICLE 12. SALES TAX EXEMPTION

The City is exempt from federal excise, state and local taxes, and from Massachusetts sales and use tax. The City's tax exempt number is 046-001-388.

Materials, equipment, and supplies, as well as rental charges for construction vehicles, equipment, and machinery rented exclusively for use on the site or for transportation of materials for the work are entitled to exemption from sales taxes in accordance with MGL c. 64H, §6(d). The Contractor shall take all action required to obtain the benefit of said sales tax exemption.

ARTICLE 13. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 14. OBLIGATIONS AND LIABILITY OF CONTRACTOR

- a) The Contractor shall do all the work and furnish all the materials, tools and appliances, except as otherwise specified and all items necessary for proper performance and completion of the work required by this Contract, in the manner and within the time specified herein. The Contractor shall complete the entire work to the satisfaction of the City, and in accordance with the specifications and drawings, at the prices agreed upon. All work, labor and materials to be furnished under this Contract shall be furnished strictly pursuant to, and in conformance with the specifications, and the instructions of the City's designee as given from time to time during the progress of the work, under the terms of this Contract, and in accordance with Contract Drawings.
- b) The Contractor shall coordinate operations and avoid interference with the operations of any other Contractors who may be employed on other work of the City and shall cooperate in the arrangements for storage of materials. The Contractor shall maintain all utilities and shall be responsible for the coordination of all required utility relocations unless stated otherwise in the Contract Documents.
- c) The Contractor shall conduct work so as to interfere as little as possible with private business and public travel. Contractor shall, wherever necessary or required, maintain fences, provide watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property and shall be liable for all damages occasioned in any way by their act or neglect, or that of their agents, employees or workers.
- d) The Contractor shall take all responsibility for the work done under this Contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. The Contractor shall

in no way be relieved of responsibility by any right of the City's designee to give permission or issue orders relating to any part of the work, nor by any such permission given or orders issued, nor by failure of the City's designee to give such permission or issue such orders.

- e) Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the City, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.
- f) Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the City, in the United States or any other country. The City shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.
- g) All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the City shall vest in the City at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the City before making any statement bearing on the work performed or data collected under this Contract to the press or issuing any material for publication through any medium.

ARTICLE 15. CITY TO MANAGE CONTRACT

- a) The City's designee shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract; shall determine all questions in relation to said work and the construction thereof, and shall in all cases decide every question of fact which may arise relative to fulfillment of this Contract on the part of the City and on the part of the Contractor. The City's decision shall be final and conclusive upon both parties to this Contract. Any differences or conflicts arising between the Contractor and other Contractors of the City in regard to their work, shall be adjusted and determined by the City's designee.
- b) The City's designee shall make all necessary explanations as to the meaning and intention of the drawings and specifications, and shall give all necessary orders and directions. The order or sequence of execution of work and the general conduct of the work shall be subject to the approval of the City's designee, who shall have authority to direct the order or sequence where public necessity or welfare shall require. However, such approval or direction shall in no way affect the responsibility of the Contractor in the conduct of the work except for extension of time as necessary and approved in writing.

ARTICLE 16. DISCREPANCIES, ERRORS, AND OMISSIONS

- a) Prior to commencing the work, the Contractor shall carefully examine the Contract documents and compare all specifications, drawings, figures, dimensions, lines, marks, scales, directions of the designer and City, and any other information provided, and shall at once report to the City any questions, comments, errors, inconsistencies, or omissions.
- b) Should any discrepancy appear or any misunderstanding arise as to the significance of any part of the specifications or drawings, the interpretation and decision of the City's designee shall be final and binding on both parties to this Contract.
- c) Any correction of errors or omissions in drawings and specifications may be made by the City's designee when such correction is necessary for the proper fulfillment of the Contract. Where said correction of errors or omissions adds to the amount of work to be done by the Contractor, compensation for said additional work shall be made under a written Change Order except where the additional work may be classed under some item of work for which a unit price is included in the bid submittal.

- d) The fact that specific mention of a fixture, or of any part of the work, is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to fully complete such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but said fixtures or work, or both, must be installed or done the same as if called for by both the drawings and specifications.

All work indicated on the drawings and not mentioned in the specifications, or vice-versa, and all work and material usual and necessary to make the work complete in all its parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for by both the drawings and specifications.

ARTICLE 17. START OF WORK

- a) The Contractor shall commence work, at such points as the City may approve, within 45 days after the date of the Notice to Proceed by the City, or, if no such notice is issued, within 60 days after the execution of this Contract by the City.
- b) The time of starting may be postponed by written agreement between the City and the Contractor because of expected delays in receipt of materials and equipment, or if the season is unsuitable for commencement of the work, or because of other contingencies clearly beyond the control or responsibility of the Contractor.
- c) The City may delay the beginning of all or any part of the work if the necessary lands or rights-of-way for such work have not been obtained, or if materials or equipment to be furnished by the City are not delivered. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to as much additional time in which to perform and complete this Contract on their part as the City shall certify in writing to be equitable.

ARTICLE 18. PROGRESS SCHEDULE

- a) Prior to submission of first progress payment, the Contractor shall submit a progress schedule for the term of the Contract to the City, showing in detail proposed progress for the construction of the parts of the work and proposed time for receiving required materials. Upon approval by the City, said schedule will constitute the Progress Schedule.
- b) Work shall be completed within the time specified in the Contract. Should the Contractor require additional time to complete the work, the Contractor shall document the reasons and submit a written request for extension of time. Failure to submit said written request shall preclude the Contractor from subsequently claiming time extension.
- c) If, in the opinion of the City, the Contractor fails to comply with the Progress Schedule, the City may issue written notice to that effect, or may give the Contractor a notice of failure and a designated time period to cure said failure. Should the Contractor fail to cure, the City may employ and direct labors of existing or additional forces, equipment and plant necessary to ensure the completion of that portion of the work. The City may also exercise its right to deem the Contract terminated or to order the Contractor to discontinue work. Should the City elect to have work performed by others, the Contractor shall continue to perform the remaining work under this Contract.

ARTICLE 19. TIME OF COMPLETION

- a) Time is of the essence for completion of the Contract.
- b) The rate of progress shall be such that the whole work shall be performed in accordance with the terms of this Contract within the number of calendar days after the date of execution of the Contract as stipulated in the Contract documents, unless and except as any part may be delayed under the provisions of this Contract.
- c) It is agreed the rate of progress herein required has been conservatively adjusted to allow for ordinary delays incidental to construction work of this character. No extension of time will be allowed for ordinary delays, inclement weather and accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress. If delays are caused by acts of God, acts of Government or State, strikes, extra work, floods or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to as much additional time to perform and complete this Contract as the City shall certify in writing to be equitable.

ARTICLE 20. AMENDMENTS

No officer, official, agent, or employee of the City shall have the authority to amend, modify or alter this Contract or waive any of its provisions or to bind the City by making any promise or representation not contained herein except by amendment, in writing, executed in the same manner as this Contract is executed. The Contractor may not rely on any conduct, statements, action, inaction or courses of conduct of the employees or officers of the other party as having changed, modified, or amended this Contract. The City shall not be construed as waiving a provision unless the waiver is executed in writing as an amendment to the Contract. No waiver by the City of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 21. CHANGE ORDERS

Changes to the Contract require a written change order, signed by all parties to the Contract. The Chief Procurement Officer may, by written change order, signed by all parties to the original Contract, make an equitable adjustment in the Contract price if alterations to the project require an increase or decrease to the cost of the project. Changes to the scope of work or project cost which are not confirmed with a written and fully executed Change Order will not be honored and will result in non-payment for such services or work performed.

No changes in the work, Contract price, substantial completion date, final acceptance date, or any other provision of an approval by the City of the Contract documents shall be made in absence of a change order.

ARTICLE 22. DEFECTIVE WORK

- a) The inspection of work shall not relieve the Contractor of any of obligations to fulfill the Contract as prescribed. Any defective work shall be made good and unsuitable materials shall be rejected and replaced, even though such work and materials may have been previously overlooked by the City's designee and accepted or estimated for payment.
- b) If the work or any part thereof shall be found defective any time before the final acceptance of the whole work, the Contractor shall immediately make good such defect, in a manner satisfactory to the City. If any material brought to the site for use in the work or selected for the same, shall be condemned by the City as unsuitable or not in conformance with the specifications, the Contractor shall immediately remove such materials from the vicinity of the work. Any material furnished by the City which is damaged or rendered defective by the handling or improper installation by the Contractor, their agents or employees, shall be made good and replaced at the Contractor's expense.

ARTICLE 23. ABANDONMENT OF WORK

Contractor agrees that abandonment or delay of work or services shall be a violation of this Contract. The City may, by whatever legal remedies are available to it, complete or cause to be completed, the work or provision of services and the Contractor shall bear full responsibility for the entire cost of completing the terms of the Contract, and agrees to be liable to the City for any losses, damages, costs and expenses sustained or incurred by the City by reason of any of the foregoing causes.

ARTICLE 24. FAILURE TO COMPLETE WORK ON TIME

- a) The whole work shall have been performed in accordance with the terms of the Contract on or before the date stated in the specifications for completion or the date to which the time of completion shall have been extended under the provisions of this Contract.
- b) If the work specified in the Contract shall not have been physically completed by the time stipulated therein, or, in the event the Contract has been substantially completed and the project opened for traffic as directed in writing by the Engineer, but physical completion of the work is subject to delay because of minor uncompleted items which do not impair the usefulness of the project, the Contractor shall assume, without reimbursement, the entire cost of all officers and inspectors the City determines to be necessary during the period of overrun of time.

- c) If the Contractor fails to complete the work within the time specified in the Contract, the Contractor shall pay liquidated damages to the City of Fitchburg in the amount of **\$500** for each calendar day of delay until the work is completed or accepted.

ARTICLE 25. NON-PERFORMANCE

In the case of any default on the part of the Contractor with respect to any of the terms of this Contract, the City shall give written notice thereof, and if said default is not made good within such time as the City shall specify in writing, the City shall notify the Contractor in writing that there has been a breach of the Contract and thereafter the City shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the City shall determine, and the Contractor shall pay for the completion of such work and reimburse the City for all expenses incurred by reason of said breach. The Contractor in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Contract sum, and the amount of any balance due the Contractor shall be determined by the City and certified to the Contractor. The City shall be reimbursed by the Contractor for the cost of additional services required by the City in the case of a breach.

ARTICLE 26. TERMINATION

- a) The City may without prejudice to any other right or remedy deem this Contract terminated for cause if any of the following defaults occur and are not cured after giving notice to the Contractor:
 - 1) The Contractor has filed a petition, or a petition has been filed against the Contractor, under any federal or state law concerning bankruptcy, reorganization, insolvency, or relief from creditors, and is not dismissed within sixty (60) days;
 - 2) The Contractor refuses or fails, except where extensions are provided by the City in writing, to supply the necessary skilled workers or materials to perform obligations of this Contract;
 - 3) If the City has determined that the rate of progress required for the timely completion of work is not being made;
 - 4) The Contractor fails to make prompt payment to Subcontractors for materials, equipment, or labor;
 - 5) All or part of the work has been abandoned;
 - 6) The Contractor has sublet or assigned any or all of the work without prior written consent of the City, except as permitted in this Contract;
 - 7) The Contractor has failed to comply with laws;
 - 8) The Contractor has failed to maintain insurance or bonds required by this Contract;
 - 9) The Contractor has breached any material provision of this Contract.
- b) The City may terminate this Contract for convenience if the Contractor is not in default by giving notice specifying date of termination. In such case, the Contractor shall be paid all sums due and owing under the Contract through date of termination, including retainage, plus a reasonable sum to cover expenses which the Contractor would have incurred but for the early termination of the Contract.

ARTICLE 27. SUSPENSION, DELAY, ETC.; ADJUSTMENT IN CONTRACT PRICE; SUBMISSION OF CLAIMS

Pursuant to MGL c. 30, §390:

- a) The City 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 City; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the City to act within the time specified in this Contract, the City 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 City 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.
- b) The general Contractor must submit the amount of a claim under provision (a) to the City 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 City shall not approve any costs in the claim incurred more than twenty days before the general Contractor notified the City in writing of the act or failure to act involved in the claim.

- c) In the event a suspension, delay, interruption or failure to act of the City increases the cost of performance to any Subcontractor, the Subcontractor shall have the same rights against the general Contractor for payment for an increase in the cost of performance as provisions (a) and (b) give the general Contractor against the City, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general Contractor or the Subcontractor may have against each other.

ARTICLE 28. SUBSTANTIAL COMPLETION

- a) Upon substantial completion of the work required by a Contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the Contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the Contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the Contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the Contract completion date, within which the Contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the Contractor's certification within the twenty-one day period, the Contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.
- b) Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the Contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one per cent retainage, if held by the awarding authority, for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by Subcontractors and not yet paid to Subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no Contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the Contract by Subcontractors, material suppliers or others.
- c) If the awarding authority fails to prepare and send to the Contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the Contractor interest on the amount which would have been due to the Contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the Contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.
- d) Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the Contractor shall complete all such work items within forty-five days after the receipt of such list or before the then Contract completion date, whichever is later. If the Contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the Contractor by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.
- e) Within thirty days after receipt by the awarding authority of a notice from the Contractor stating that all of the work required by the Contract has been completed, the awarding authority shall prepare and forthwith send to the

Contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the awarding authority, on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the Contract remain incomplete or unsatisfactory, or that documentation required by the Contract has not been completed. If the awarding authority fails to prepare and send to the Contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the Contractor interest on the amount which would have been due to the Contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the Contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the Contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

- f) The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the Contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the Contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the Contractor for the work performed during the preceding periodic estimate period 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, upon certification by the Contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the Contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the Contractor, a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the Contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded Subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.
- g) No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a Contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.
- h) Substantial completion, for the purposes of this section, shall mean either that the work required by the Contract has been completed except for work having a Contract price of less than one per cent of the then adjusted total Contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the Contract.

ARTICLE 29. FINAL ACCEPTANCE

- a) After the issuance of a Certificate of Substantial Completion for the entire work, and after the work required by the Contract, including change orders and punch list items, the Contractor shall submit the following items to the City, together with any such additional items as may be required by the Contract documents:
 - 1) Final application for payment showing final accounting of all changes in the work;
 - 2) Certification and evidence that all taxes, fees, and similar obligations have been met;
 - 3) Consent of the Contractor's surety to final payment executed by applicable bonding company(s);
 - 4) Certified copy of the Punch List stating that the Contractor has completed or corrected all items;
 - 5) Final record Drawings and documents in forms specified in the Contract documents;
 - 6) Such other items required by the Contract documents.

ARTICLE 30. ADJUSTMENT OF PRICE WHERE SITE CONDITIONS DIFFER SUBSTANTIALLY OR MATERIALLY

As required by MGL c. 30, §39N, the parties hereby agree:

If, during the progress of the work, the Contractor or the City 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 an 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 31. PAYMENT TERMS

- a) Within five (5) calendar days of the end of each month, the Contractor shall provide an itemized request for payment for work completed to date. Upon receipt of request for payment, the City shall, except as hereinafter provided, make an estimate in writing of the total amount of the work done, and the amount earned by the Contractor. The City shall retain five percent of such estimated value, as determined by the Engineer, as part security for fulfillment of this Contract by the Contractor and shall deduct from the balance all previous payments and all sums to be retained under the provisions of this Contract.
- b) With any invoice the Contractor shall submit evidence satisfactory to the City that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, Subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- c) Payment will not be made for any materials not incorporated in the work Invoices shall not be paid until and unless Certified Payroll Forms have been submitted to the City and accepted.
- d) If for any reason the City makes a payment under this Contract in error, the City may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- e) The City is not responsible for payment of invoices sent to an address other than specified in this Contract.

ARTICLE 32. PAYMENT REQUIREMENTS

- (a) Forthwith after the general Contractor receives 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 from the Subcontractor by the general Contractor.
- (b) Not later than the sixty-fifth day after each Subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract 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 to 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.

- (c) 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.
- (d) 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 subcontract 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.
- (e) 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 (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) 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 (iii) 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 (i) and (ii) of this subparagraph.
- (f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) 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.
- (g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the general Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general Contractor to the extent of such payment.

- (h) 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 Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general Contractor.
- (i) 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 33. FINAL PAYMENT

Upon Final Acceptance of the work, the Contractor shall be entitled to payment of the balance of the Contract price. Final payment shall be in accordance with the process set forth in the Contract documents.

ARTICLE 34. CONTRACT CONDITIONS SPECIFICALLY REQUIRED BY LAW

- a) Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
- b) Pursuant to MGL c. 30, §39M, an item shall be considered equal to the item so named or described if, in the opinion of the City: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being Contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the Project specifications.
- c) Every Contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the Contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee.
- d) Pursuant to MGL c. 149, §26, in the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the Commonwealth, or by a county, city, authority or district, or by persons Contracting or subcontracting for such works, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-three of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States; and preference in employment shall be given to veterans and citizens who are residents of the City of Fitchburg.
- e) Pursuant to MGL c. 149, §34, no laborer, workman, mechanic, foreman or inspector employed under this Contract shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency.

ARTICLE 35. MBE/WBE PARTICIPATION GOALS

If funding for this Project is provided by the Commonwealth of Massachusetts, in whole or in part (such as reimbursements, grants and the like), the Contractor shall be required to meet the current applicable minority-owned business enterprise (MBE) and women-owned business enterprise (WBE) participation goals, as determined by DCAMM.

ARTICLE 36. WORKFORCE PARTICIPATION GOALS

If funding for this Project is provided by the Commonwealth of Massachusetts, in whole or in part (such as reimbursements, grants, and the like), the Contractor shall be required to meet the current Workforce Participation Goal Requirements in accordance with MGL c. 149 § 44A(2)(G). At any point during the Contract period, the City may require of the Contractor a report of the projected or current makeup of the Contractor's workforce. Failure to submit this report when requested could result in penalties as enumerated in the statute.

ARTICLE 37. WAGE RATES

- a) The Contractor shall comply with MGL c. 149, §§26-27H. The prevailing wage schedule is provided with the Contract Documents.
- b) Where the work under this Contract involves the construction of public works, the Contractor (and all Subcontractors) agrees to pay the prevailing wage and comply with MGL c. 149, §§26-27D. Pursuant to MGL c. 149, §§26 & 27B, the Contractor shall file weekly a Compliance Form and Certified Payroll records with the City for all employees who have worked on the project. The City and the Contractor must preserve said records for a period of not less than three years.
- c) The City retains the right to withhold payment to Contractor for non-compliance with certified payroll.

ARTICLE 38. FOREIGN CORPORATIONS

In accordance with MGL c. 30, 30m, §39L, for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a Contract for the work with, and shall not approve as a Subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with the awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such Contract or subcontract, and any person, other than a corporation, performing work under such Contract or subcontract, and residing or having a principal place of business outside the commonwealth.

ARTICLE 39. EXAMINATION OF WORK

- a) Performance evaluation is a component of the City's Contract management protocol. Evaluation will be conducted by City personnel and/or the City's representative(s) using direct monitoring, indirect monitoring, survey, interview or milestone reviews.
- b) Evaluations may include written reports and other documents regarding Contractor performance, and any written Contractor responses or documents. All evaluation material and supporting documentation will be maintained in the Contractor's file, and will be considered as a "public record." The evaluation shall be part of the record that the City is required to review, and may be considered in determining future Contract eligibility.
- c) The opinions of the City are not statements of fact, and the Contractor shall not institute suit based on statements of opinion made by the City or its employees, officers or representatives.
- d) The City shall be furnished with every reasonable facility for determining that the work is being performed in accordance with the requirements and intention of this Contract, even to the extent of uncovering or taking down portions of finished work.

- e) Should the work exposed or examined prove satisfactory, the uncovering or taking down, the restoring and replacing of materials and the rebuilding of the part shall be considered extra work, unless the original work was done in the absence of the City or Inspector without written authorization. Should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing and making good shall be at the expense of the Contractor.
- f) Massachusetts Law requires a Public Evaluation Form be completed by the Awarding Authority and submitted to the Division of Capital Asset Management and Maintenance (DCAMM) within seventy (70) calendar days from completion of the project for Prime/General and Small Prime Contractors. The evaluation may be prepared by the City's representative (i.e. general Contractor, architect, project manager), but the City will sign the certification section.

ARTICLE 40. EXTRA WORK

- a) The Contractor shall do any work incidental to the proper completion of the Contract which may not be otherwise provided for in these specifications when ordered in writing by the City, either at the price agreed upon before the work is commenced, and stated in the order for the work. No extra work will be paid for unless specifically ordered as extra work by the City and made in writing.
- b) The Contractor shall, upon request by the City, furnish itemized statements of the cost of the work ordered and allow the City access to the related accounts, bills and vouchers.
- c) The City shall consider, in the cost of extra work described above, the reasonable cost to the Contractor of all materials used; of all labor, common and skilled; of foremen; and the fair rental of all machinery used for the extra work for the period of such use.
- d) When extra work is ordered near the completion of the Contract, or when extra work is ordered at any time during the progress of the work, which requires, in the opinion of the City's designee, an unavoidable increase of time for the completion of the Contract, a suitable extension of the time of completion shall be made.

ARTICLE 41. RETAINAGE

The City may at any time keep any monies, which would otherwise be payable, and apply the same or as much as may be necessary to the payment of any expenses, losses or damages, incurred by the City and in accordance with provisions of MGL c. 30, §39G, as amended.

ARTICLE 42. INSURANCE

- a) The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the City in connection with any operations included in this Contract, and shall have the City as an additional insured on the policies.
- 1) General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability.
- 2) Automobile liability coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- 3) Contractors shall provide Worker's Compensation coverage within the statutory limits and in accordance with MGL c. 149 §34A.
- 4) Contractor shall provide any such other types of insurance as may be additionally required as part of this Contract.
- 5) Companies providing insurance coverage must be licensed to transact business in the Commonwealth of Massachusetts.

- 6) The Contractor shall furnish Certificates of Insurance prior to commencement of this Contract.
- 7) Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- 8) The Certificate of Insurance shall be provided to the City in accordance with terms stated. Certificates shall display each type of insurance, insurance company, policy number, amount of insurance and policy effective and expiration dates, and the NA/C number assigned to the insurance company. The Certificate holder shall be listed as The Chief Procurement Officer, City of Fitchburg and shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed, or renewal refused until at least thirty days prior written notice has been provided to the Certificate Holder.
- 9) The City of Fitchburg, its employees, agents and representatives shall be named as additional insured with respect to all coverage, except for Workers Compensation.

ARTICLE 43. PERFORMANCE BOND - LABOR & MATERIALS PAYMENT BOND

- a) The Contractor shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the City, in the amount designated in the bid documents, as a guarantee of satisfactory fulfillment of the Contract, when the Contract is executed.
- b) The Contractor shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the City, in the amount designated in the bid documents, for payment for labor performed or furnished and materials used or employed therein, when the Contract is executed.
- c) It is distinctly agreed and understood that any changes made in the specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the City to the Contractor, shall in no way void, release or affect the liability and surety on the bond given by the Contractor.

ARTICLE 44. GUARANTEE

- a) Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the City are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the City and at its own expense:
 - 1) make goods and services conform to this Contract;
 - 2) make good all damage to the City, or equipment or contents thereof, which, in the opinion of the City, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
 - 3) make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 45. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Contract will be rendered by the Contractor as an independent Contractor. None of the terms of this Contract shall create a principle-agent, master-servant or employer-employee relationship between the City and the Contractor.

ARTICLE 46. TIME RECORDS

The Contractor shall cause to be maintained complete, accurate, and detailed records of all time devoted to the project by the Contractor and each consultant or Subcontractor employed by the Contractor. The City may at all reasonable times audit such records. The Contractor shall comply with MGL c. 30, §39R, which requires:

- a) The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor, and
- b) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his Subcontractors, and
- c) if the agreement is a Contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes, and
- d) if the agreement is a Contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the Contract, and
- e) if the agreement is a Contract as defined herein, the Contractor has filed prior to the execution of the Contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year.

ARTICLE 47. SEVERABILITY

If a court declares one or more of the provisions of this Contract invalid, the validity of the remaining provision of this Contract shall not be affected thereby.

ARTICLE 48. DISCRIMINATION

In the performance of this Contract, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation. The Contractor shall comply with provisions of MGL c. 151B and all other applicable anti-discrimination and equal opportunity laws.

ARTICLE 49. CONFLICT OF INTEREST

By execution of this Contract with the City, the Contractor acknowledges that the City is a municipality for the purposes of MGL c. 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the Contractor based on said statute. Municipal employees and their family members are not allowed to have a financial interest in a Contract with the City they are employed by. Municipal employees and their family members are also forbidden to solicit or accept gifts, gratuities, or favors from anyone looking to conduct business with the City of Fitchburg. Incidents of this nature will be reported to the appropriate authorities for investigation.

ARTICLE 50. CONFIDENTIALITY

- a) For all Contracts involving the Contractor's access to personal information as defined in MGL c. 93H, and personal data, as defined in MGL c. 66A, or access to systems containing such information or data, the Contractor certifies to protect any and all information and data.
- b) The Contractor shall also protect the physical security and restrict any access to personal or other City data in the Contractor's possession or used by the Contractor in the performance of this Contract, which shall include, but is not limited to the City's public records, employee records, document, digital and electronic files, software, equipment, or systems.

ARTICLE 51. INDEMNIFICATION

To the fullest extent permissible by law, the Contractor hereby agrees to indemnify, defend, and save harmless the City of Fitchburg and all of the City's officers, agents and employees from and against all damages, liabilities, actions, suits, proceedings, demands, losses, costs and expenses (including reasonable attorneys' fees) and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the City or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, Subcontractors and its and their agents or employees in the performance of the work covered by this Contract and/or failure to comply with terms and conditions of this Contract, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Contract. The existence of insurance shall in no way limit the scope of this indemnification. This agreement shall not waive or abrogate the application of MGL c. 258, as the same may be amended from time to time.

ARTICLE 52. MISCELLANEOUS PROVISIONS

- a) This Contract shall be binding upon the City and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the City and the Contractor. Neither the City nor the Contractor shall assign, sublet or transfer any interest in this Contract without the prior written consent of each other, and such consent shall not be unreasonably withheld.
- b) No public official, employee, or agent of the City shall have any personal liability for the obligations of the City set forth in this Contract.

ARTICLE 53. CONSENT TO VENUE

The Contractor agrees that it shall commence and litigate all actions or proceedings arising in connection with this Contract exclusively in the Fitchburg District Court or in the Worcester Superior Court, both of which are located in the County of Worcester, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of the Contractor commencing or prosecuting any litigation against the City, with respect to or arising out of this Contract, in any court or forum other than those specified in this paragraph. It is further agreed that the parties to this Contract hereby waive their rights to a jury trial.

ARTICLE 54. NOTICE

Notices to the Contractor shall be deemed given when delivered to the Contractor's field office on site, or when delivered by United States Postal Service to the Contractor's address specified in the Contract, or when delivered by courier to either location.

All notices under this Contract shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to the Chief Procurement Officer, City Hall, 718 Main Street, Suite 208, Fitchburg, MA 01420.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

FOR THE CONTRACTOR

FOR THE CITY OF FITCHBURG

Signature
Printed Name:

Samantha M. Squailia
Mayor

FOR THE CONTRACTING DEPARTMENT:

SUFFICIENT AS TO LEGAL FORM:

[insert department head name]
[insert title]

Lisa L. Mead
City Solicitor

Mary A. Delaney

Chief Procurement Officer who certifies, that to the best of their belief and knowledge, the Contract was, procured pursuant to the procurement laws of the Commonwealth of Massachusetts to the extent such laws apply.

Jacquelyn Cronin

City Auditor who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this Contract.

Account number: _____

Appropriation: _____

City of Fitchburg, Massachusetts



Federal Contract Supplement Federal Requirements and Required Forms

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These conditions amend or supplement the City of Fitchburg Standard Contract. All provisions that are not so amended or supplemented remain in full force and effect unless amended or supplemented in another section.

This supplement may include certain provisions required by Laws and Regulations but does not represent or reflect all applicable provisions and policies or Laws and Regulations and may only include excerpts and portions thereof. Other required provisions and policies, and Laws and Regulations, shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable provisions and policies, Regulations, and Laws.

Where there is a difference between the City of Fitchburg Standard Contract and Federal Supplement, the terms and conditions of the Federal Supplement shall supersede the Fitchburg Standard Contract.

Small and minority businesses, women's business enterprises, labor surplus area firms

Contractor and any subcontractors performing work for the City of Fitchburg must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Non-Segregated Facilities

Contractor shall have submitted the attached "Certificate of Non-Segregated Facilities" with its Bid and shall provide similar certification from all of its Subcontractors.

Procurement of Recovered Materials

The Contractor shall comply with 2 CFR Part 200.322, "Procurement of recovered materials" and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Bonding Requirements

For construction or facility improvement contracts the minimum bonding requirements are as follows:

1. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
2. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Access to Records

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the City of Fitchburg, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Contractor’s personnel for the purpose of interview and discussion related to such documents.

Equal Opportunity Clause

The Contract is considered a federally assisted construction contract and therefore, the following shall apply as provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (a) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be

imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act (40 USC 3701-3708)

Where applicable, for contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Davis Bacon Act and Copeland Anti-Kickback Act

Contractor shall comply with the Davis-Bacon Act (40 USC 3141 et seq.) In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Contractor shall comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387)

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401–7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251–1387). Contractor

further acknowledges and understands that Contractor shall be required to report any violations of said acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor shall certify to the Owner, and every subcontractor shall certify to the Contractor that it will not, and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 USC 1352.

Contractor and every subcontractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Owner.

Certification for Contracts, Grants, and Loans (Lobbying) and Standard Form Disclosure of Lobbying Activities is included with this supplement. Contractor shall have submitted this form with its Bid and obtained signed copies of this form from each Subcontractor and Supplier at Notice of Award, which signed copies are incorporated into the Contract as attachments to the Agreement. Contractor shall obtain a signed form from additional Subcontractors and Suppliers.

Termination for Cause and Convenience (Federal Sample)

1. The City may without prejudice to any other right or remedy deem this Contract terminated for cause if any of the following defaults occur and are not cured after giving notice to the Contractor:
 - a. The Contractor has filed a petition, or a petition has been filed against the Contractor, under any federal or state law concerning bankruptcy, reorganization, insolvency, or relief from creditors, and is not dismissed within sixty (60) days;
 - b. The Contractor refuses or fails, except where extensions are provided by the City in writing, to supply the necessary skilled workers or materials to perform obligations of this Contract;
 - c. If the City has determined that the rate of progress required for the timely completion of work is not being made;
 - d. The Contractor fails to make prompt payment to Subcontractors for materials, equipment, or labor;
 - e. All or part of the work has been abandoned;
 - f. The Contractor has sublet or assigned any or all of the work without prior written consent of the City, except as permitted in this Contract;

- g. The Contractor has failed to comply with laws;
 - h. The Contractor has failed to maintain insurance or bonds required by this Contract;
 - i. The Contractor has breached any material provision of this Contract.
- 2. The City may terminate this Contract by providing the Contractor and the Surety with ten (10) days written notice specifying the reasons for termination, as outlined below:
 - a. Violation of any of the provisions of this Contract by the Contractor or any of their subcontractors;
 - b. A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract;
 - c. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner their obligations under this Contract, including compliance with applicable Federal, State and/or local law or regulations, and such procedures or guidelines as may be established.
- 3. In the event if any such termination, the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor, and the Contractor and their Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plants as may be on the site of the work and necessary therefore.
- 4. If the Owner determines that a continuation of work on the project would endanger the life, health or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this agreement by providing notice to the Contractor in the form of a telegram, mailgram, hand-carried letter, or other appropriate written means.
- 5. In addition, notwithstanding anything to the contrary in the Contract, the Owner may also terminate this Contract for its conveniences, including, but not limited to, due to the lack of sufficient funds to complete the work. In such event, the Owner shall provide written notice of termination to the Contractor, and the Contractor shall thereupon cease all work other than work that is required to make the work and surrounding property safe, and the Owner shall pay the Contractor for all work performed in accordance with the terms of the Contract up to the date of the Contract, provided the Contractor shall not be entitled to any termination (or similar) damages or other costs and expenses that may be associated with a termination for convenience.

Rights to Inventions Made Under a Contract

Where the Contract is funded by a Federal award meeting the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Prohibition on Certain Telecommunications and Video Surveillance Services of Equipment (2 CFR § 200.216)

Contractor certifies that it shall not procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- 1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 2) Telecommunications or video surveillance services provided by such entities or using such equipment;
- 3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Bidder Hereby Acknowledges Federal Contract Supplement

Signature of Bidder

Printed Name of Bidder

Bidder's Federal UEI Number (Required)

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ (company name)

certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

Signature of Bidder

Printed Name of Bidder

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, If known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, If known:	9. Award Amount, If known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FORM FOR BID
CROCKER FIELD
PAINTING OF PRESS BOX SUPPORT STEEL AND STAIRS

To the Awarding Authority:

The Undersigned proposes to furnish all labor and materials required for the project entitled CROCKER FIELD- PAINTING OF PRESS BOX SUPPORT STEEL AND STAIRS, in Fitchburg, Massachusetts, in accordance with the specifications prepared by the City of Fitchburg, for the contract price specified below.

This bid includes addenda numbered _____

The Proposed Contract price is:

For the base contract work: Lump Sum of \$ _____

For the work for Alternate No. 1: ADD \$ _____

The undersigned certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty Nine F of Chapter Twenty Nine, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder.

Respectfully submitted:

Date: _____

By: _____
Signature

Name – Typed or Printed Title

Business Name

Federal ID Number

Business Address

City and State

Telephone Number FAX Number

Email address

Unique Entity ID (UEI)