



# RUSH

## \* BONDS \*

Contract # 20220014

### City of Springfield Contract Tracer Log

**INSTRUCTIONS:** Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			DM	08/12/2021
Capital Assets	W. Lugo	8/12/21	RTG	8/12/21
City Comptroller	LKL	8/13/21	LKL	8/13/21
Law	KAB	8/14/21	KAB	8/14/21
Mayor	WJ	8/17	WJ	8/17
Office of Procurement	JKA	8/17/21		
Cyfo	Chant	8.16.21	Chant	8.17.21

CAFO

Vendor No.: 35612      Contract Number: 20220014      Contract Amt.: \$2,448,750.00

Contract Date: 07/08/2021      Renewal date: N/A      Expiration date: 06/30/2022

Requisition No. 22002753      Acct No: 26451811-580800-64516

Vendor Name: GARDNER CONSTRUCTION & INDUSTRIAL SERVICES, INC.

Contract Purpose: Resiliency Improvements to Watershop's Pond Dam

Requesting Dept.: DCAC

TYPE OF DOCUMENT (Please select at least one):

- New
- Amendment
- Extension
- Renewal

CONTRACT NO. 20220014

V#35612

Bid No. 21-179

MGL Ch. 149

**THIS AGREEMENT**, made this **8th** day of **July** in the year **Two Thousand Twenty One** at Springfield, in the County of Hampden and Commonwealth of Massachusetts, by and between **Gardner Construction & Industrial Services, Inc.**, a Corporation with a mailing address located at 47 Olivine Street, Chicopee, MA 01013, (hereinafter called the Contractor), and the **CITY OF SPRINGFIELD**, a municipal corporation within said County of Hampden, acting by and through its **Department of Capital Asset Construction**, with the approval of its Mayor (hereinafter called the CITY),

**WITNESSETH** as follows:

### ARTICLE I

The Contractor shall perform all work and provide all the apparatus, energy equipment, fuel, labor, light, materials, scaffolding, tools, transportation, insurance, utensils or things required for the services of the **Resiliency Improvements to Watershop's Pond Dam** in accordance with the Bid Specifications titled: **City of Springfield Bid No. 21-079, Resiliency Improvements to Watershop's Pond Dam**, as prepared by **GZA Environmental, 1350 Main Street, Suite 1400, Springfield, MA 01103**, acting as and in these Contract Documents hereinafter called the Project Engineer. The said Specifications are hereby referred to and made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided for in said Specifications. Reference is made to all Addenda and modifications issued to execution of this Contract; the said Addenda and modifications are made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided or in said Addenda or modifications. All of the work and labor performed under this Contract shall be performed and all of the materials furnished shall be in strict conformity with the said Drawings, Specifications, Addenda, or modifications and the Contractor accepts and consents to the conditions contained in said Drawings, Specifications, Addenda, or modifications and expressly agrees to comply with every requirement and stipulation therein contained.

The term "**Contract Documents**" or "**Contract**" shall mean the following:

1. The Contract Agreement
2. The Project Manuals & Drawings (Contractor and Office of Procurement has on file)
3. The Contractor's Bid
4. Corporation Certificates
5. The Contractor's Labor & Materials Bond (100%)
6. The Contractor's Performance Bond (100%)
7. Addenda No.'s 1-2
8. Alternate No. 1
9. Alternate No. 2
10. Unit Pricing
11. The Affirmative Action Plan (Attached)
12. Contractor's Insurance Certificate
13. The Minority Business Enterprise Commitment
14. The MA Prevailing Wage Rates
15. Davis Bacon Wage Rates
16. HUD Section 3 Clause
17. HUD Documents and Forms
18. City of Springfield Special Supplemental Conditions (Modifying the 1997 AIA General Conditions)

In the event that any provisions in any of the Contract Documents conflict with any other provisions thereof, the provision contained in the portion of the Contract Documents first enumerated above in this paragraph will govern, except as may otherwise be specifically stated.

## ARTICLE II

Contractor has familiarized himself with the nature and extent of the Contract Documents, and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performances of the Work.

Contractor has given the Architect written notice of any conflict, error or discrepancy that he has discovered in the Contract documents and the written resolution thereof by Architect is acceptable to Contractor.

Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. The work shall be done under the general direction of the Architect and the Architect's decision as to the true construction and meaning of the drawings and specifications shall be final. The Architect shall furnish to the Contractor such further drawings or explanation as may be necessary to detail and illustrate the work to be done, and the Contractor shall conform to the same as part of this contract so far as they may be consistent with the original drawings and specifications referred to in Article I.

## ARTICLE III

No alteration shall be made in the work shown or described by the drawings and specifications except upon a written order of the Architect accompanied by written approval of the **Executive Director of the Department of Capital Asset Construction Division** and the Mayor of the City. The work shall be performed in accordance with such order, if any, and the value of work so added or omitted shall be computed by the Architect and the amount so ascertained shall be added or deducted from the contract price. All change orders shall be executed in conformity with Section 4.12.070 of the Springfield Revised Ordinances, 1986, as amended Contractor has familiarized himself with the nature and extent of the Contract Documents, and Federal and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

Contractor has given Architect written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Contractor.

Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

Change order requests shall be in accordance with this Article and the Special Supplementary General Conditions 7.2.3.1.

## ARTICLE IV

All work and materials shall comply in every respect with state and local laws and regulations and the directions of state and city inspectors of state and city inspectors of buildings. MGL C. 149 regulates this Contract. The Contractor shall give the proper authorities all required notices relating to this work, obtain all official permits required, and pay all fees for the same. The Contractor shall comply with Section 40, regulations of OSHA. The Contractor shall comply with Section 40, Chapter 82 of the Massachusetts General Laws, which requires contractors to notify public utility companies in writing at least forty eight (48) hours (excluding Saturdays, Sundays and legal holidays) before excavating in any public way.

## ARTICLE V

The Owner shall have power to require the Contractor immediately to dismiss any workman, watchman, or other servant of the contractor, who shall in the Owner's opinion be incompetent, disorderly or otherwise unsatisfactory, and the Contractor shall forthwith comply with such requirement.

**ARTICLE VI**

The Contractor shall not employ any subcontractor for the execution of the same, or any part thereof, without the previous written consent of the Owner, and shall neither assign nor underlet this contract, nor assign, either legally or equitably, any of the monies payable hereunder, or any claims thereto, unless with the previous consent of the City expressed in writing signed in its name by the Springfield **Executive Director of the Department of Capital Asset Construction**, and the Mayor.

**ARTICLE VII**

A competent foreman shall always be kept upon the premises, to whom all notices and orders may be delivered, and who shall superintend the workmen in the foreman's respective department. A foreman shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order and marked to record all changes made during construction. All of these shall be made available to the Architect and shall be delivered to the Chief Procurement Officer upon completion of the work.

**ARTICLE VIII**

The Contractor hereby agrees to and shall at all times defend, indemnify and hold the City and its officers, agents and employees, wholly harmless from any and all losses, cost, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, suits by any person or persons, injuries, damages or death, and other liabilities of whatever kind or nature, caused by, resulting from, incident to, connected with, or arising directly or indirectly out of the negligent or willful act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable whether or not caused in part by any act or neglect on the part of the City, its officers, employees, agents or servants, or others, including parties indemnified hereunder. This indemnity shall survive termination of the contract.

**ARTICLE IX**

The Contractor shall provide sufficient safe and proper facilities at all times for the inspection of the work by the Owner and the Architect or their authorized representatives, and shall, within twenty four (24) hours after receiving written notice from the Architect to that effect, proceed to remove from the grounds or buildings all materials condemned by him whether worked or unworked, and to take down all portions of the work which shall be, by written notice, condemned as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall complete such removal or raking down within such reasonable time as may be specified in such notice. In case the Contractor fails to comply with any such notice the City may do the work therein specified and charge the cost thereof to the account of the Contractor.

**ARTICLE X**

If the Contractor shall at any time refuse or neglect to supply a sufficiency of properly skilled workmen or materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect the City may, after three (3) days written notice given to the Contractor by the Architect, provide any such labor or materials, and deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract. If the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, or if the Contractor shall be adjudged a bankrupt, or if he shall make a general assignment for the benefit of the contractor's creditors, or if a receiver shall be appointed to take charge of the Contractor's property, the City may terminate the

employment of the Contractor for the said work and enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon. The City may employ any other person or persons to finish the work, and may provide the materials thereof, and in case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this contract until the expiration of sixty five (65) days after said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the City in finishing the work, such excess shall be paid by the City to the Contractor. If the expense incurred by the City shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive on the parties hereto.

#### **ARTICLE XI**

The Contractor shall achieve Substantial Completion of the whole of the work comprehended in this contract by the time or times stated, to wit:

**ESTIMATED CONTRACT SUBSTANTIAL COMPLETION DATE = June 30, 2022**

The Contractor will commence the work required within five (5) calendar days from the earlier of the date of the NOTICE TO PROCEED, or Contract signing by the Mayor, whichever is first. The calendar days shall be consecutive. Payment by the Contractor of One Thousand (\$1,000.00) dollars for each and every calendar day the Contract extends beyond the stipulated time, as liquidated damages, is hereby agreed to. The Owner may, at its discretion and in writing, extend the time for completion of the work.

The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the Contract time stated above, it is expressly understood and agreed, by and between Contractor and Owner, that the Contract time is reasonable for the completion of the Work.

The Contractor further agrees that within **THIRTY (30) days** of Substantial Completion, the project shall achieve Final Completion and Acceptance by Owner, or be subject to liquidated damages as described above.

#### **ARTICLE XII**

Should the Contractor be obstructed or delayed in the prosecution or completion of the work by the act, delay or default of the City, or of any other Contractor employed by the City upon the work, or by any damage which may happen by fire, lightning, earthquake, or cyclone, severe winter weather freezing conditions (as determined by the Architect and approved by the City) or the abandonment of the work by the employees through no default of the Contractor, then the time herein fixed for the completion of the work may be extended for such period as the Architect shall determine and certify in writing to the Contractor and to the City to be equivalent to the time lost by reason of any or all of the causes aforesaid. No such allowance shall be made unless a claim therefore is presented in writing to the Architect and to the City within twenty four (24) hours of the occurrence of such delay, and in no event shall the Contractor have any claim against the City for damages on account of any such delay in the completion of the work.

#### **ARTICLE XIII**

All materials used shall be of the best quality of their respective kinds, and all the work performed shall be executed in the most skillful and workmanlike manner, and both materials used and work performed shall be in every respect to the entire and complete satisfaction of the Architect.

#### **ARTICLE XIV**

The Contractor at all times shall keep the construction site free from accumulation of waste materials or rubbish caused by the Contractor's operation. The Contractor shall provide temporary barriers, warning lights and other implements in order to protect areas not requiring construction work. The Contractor shall, upon the completion of said work, remove all the scaffolding, fencing, rubbish, tools, construction equipment, machinery and surplus materials then remaining in or about the said construction site and shall leave the construction site in a perfect and proper condition.

#### ARTICLE XV

The maximum sum to be paid by the city to the Contractor for said work and materials shall be:

**TOTAL CONTRACT PRICE: \$2,448,750.00 (TWO MILLION FOUR HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100).**

**BROKEN DOWN AS FOLLOWS:**

- 1. BASE BID- \$2,098,750.00**
- 2. ALTERNATE NO. 1 (ADD) \$350,000.00**

**Total: \$2,448,750.00**

Said payment shall be subject to the provisions of Massachusetts General Laws chapter 30, section 39K as follows: within fifteen (15) days ... after receipt from the Contractor, at the place designated by the Awarding Authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Awarding Authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a subcontractor has title and has authorized the Contractor to transfer title to the Awarding Authority, upon certification by the Contractor that he is the lawful owner and that the materials are free from all encumbrances, but less:

1. A retention based on its estimate of the fair value of its claims against the contractor; and less
2. A retention for direct payment to subcontractor based on demands for same accordance with the provisions of section thirty nine F, Chapter 30; and less
3. A retention not exceeding five (5%) percent of the approved amount of the periodic payment.

After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after (a) the Contractor fully completes the work or substantially completes the work so the value of the work remaining to be done is, in the estimate of the Awarding Authority, less than one (1%) percent of the original contract price, or (b) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first, the Awarding Authority shall pay the Contractor the entire balance due on the contract, less:

1. A retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work; and less
2. A retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F or based on the record of payments by the Contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F.

If the Awarding Authority fails to make payments as herein provided there shall be added to each such payment daily interest at the rate of three (3%) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due in any event, on the amount due on a periodic estimate for final payment until fifteen (15) days . . .

after receipt of such a periodic estimate from the Contractor, at the place designated by the Awarding Authority if such place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.

The Awarding Authority may make changes in any periodic estimated submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made as provided herein; provided, that the Awarding Authority may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair, or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the Awarding Authority or to its designee as set forth in writing to the Contractor, and the date of receipt by the Awarding Authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed sub trade and each sub-trade listed in the sub-bid form as required by the specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the Awarding Authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the Architect to the effect that the Contractor has fully or substantially completed the work shall, subject to the provisions of section 39 J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the Awarding Authority, less than one per cent (1%) of the adjusted contract price, or the Awarding Authority has determined that the Contractor has substantially completed the work and the Awarding Authority has taken possession for occupancy, the Awarding Authority may send to the Contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The General Contractor shall then complete all such work items within thirty (30) days of receipt of such list or before the contract completion date, whichever is later. If the General Contractor fails to complete all incomplete and unsatisfactory work items within forty-five (45) days after receipt of such items furnished by the Awarding Authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the General Contractor by certified mail, return receipt requested, the Awarding Authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the General Contractor and such termination shall be without prejudice to any other rights or remedies the Awarding Authority may have under the contract. The Awarding Authority shall note any such termination in the evaluation form to be filed by the Awarding Authority pursuant to the provisions of section 44D of chapter 149.

#### **ARTICLE XVI (Section 39F, C. 30 M.G.L.)**

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 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 (65) day after each Sub-Contractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the Sub-Contractor less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work shall be due the Sub-Contractor; and the Awarding Authority shall pay that

amount to the General Contractor. The General Contractor shall forthwith pay to the Sub-Contractor 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 Sub-Contractor 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 such payment to each Subcontractor. If the Awarding Authority has received a demand for direct payment from a Sub-Contractor for any amount which has already been included in a payment to the General Contractor for payment to the Sub-Contractor as provided in subparagraphs (a) and (b), the Awarding Authority shall act upon the demand as provided in this Section.

D. If, within seventy (70) days after the Sub-Contractor has substantially completed the subcontract work, the Sub-contractor 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 Sub-Contractor 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 (70) day after the Sub-Contractor has substantially completed the subcontract work. Within (10) days after the Sub-Contractor 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 sworn statement delivered or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the Sub-Contractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount for extra labor and materials to the General Contractor and of the amount due for each claim by the General Contractor and of the amount due for each claim made by the General Contractor against the Sub-Contractor.

E. Within fifteen (15) days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth (70) day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the sub-contractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount (1) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work; (2) specified in any court proceedings barring such payment; or (3) disputed by the General Contractor in the sworn reply; provided that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (3) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by paragraph D. above. The Awarding Authority shall make further direct payments to the Sub-Contractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (1) and (2) of this subparagraph.

F. The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (3) of subparagraph E. above in an interest-bearing joint account in the names of the General Contractor and the Sub-Contractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the General Contractor and the Sub-Contractor and shall notify the General Contractor and the Sub-Contractor 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 Sub-Contractor 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 in a bank pursuant to subparagraph F shall be made out of accounts payable to the



General Contractor at the time of receipt of a demand for direct payment from a Sub-Contractor and out of amounts which later become payable to the General Contractor and in the order of receipt of such demands from Sub-Contractors. 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 payments, and the Sub-Contractor shall have a right in such deductions prior to any claims against such amount by creditors of the General Contractor.

I. If the Sub-Contractor 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 Sub-Contractor and the Sub-Contractor does not receive payment for same when due less the deductions provided for in subparagraph A, the Sub-Contractor 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 paragraph. A demand made after the first day of the month following that for which the Sub-Contractor performed or furnished the labor and materials for which the Sub-Contractor 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 subparagraphs E, F, G, and H.

#### **ARTICLE XVII (Section 39N, C. 30 M.G.L.)**

If during the progress of the work, the contractor or the Awarding Authority discovers that the actual sub surface 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 claims 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 or 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 XVIII (Section 39O, C. 30 M.G.L.)**

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

B. The General Contractor must submit the amount of a claim under provisions (A) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to

act and, in any event not later than the date of final payment under this contract and except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty (20) days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

#### **ARTICLE XIX**

No certificate given or payment made under this contract, except the final certificate or final payment, shall be evidence of the performance of this contract, either wholly or in part, or be construed as a waiver of the right of the City either to reject any defective work or material or to require the fulfillment of any of the terms of the contract; and such final certificate or final payment shall not prevent a recovery by the City.

#### **ARTICLE XX**

The Contractor shall pay to the City all expenses, losses and damages incurred in consequence of any defect, omission or mistake of the Contractor or the Contractor's Sub-Contractors or the Contractor's employees; and any defects which may appear within twelve (12) months from the completion of the contract due to defective or improper materials or workmanship, shall upon request in writing, be immediately remedied and made good by the Contractor at the Contractor's own costs; and in case of default, the City may recover the cost of making good the same from the Contractor and from the sureties on the bond given to secure the performance of this contract. If the Contractor in the performance of said contract shall either depart from the original plans or substitute any other materials for a material named in the original specifications, by whomsoever the Contract may have been directed to make such departure or substitution the Contractor shall be responsible for any damage resulting therefrom to the City and shall reimburse the City thereof.

#### **ARTICLE XXI**

The Contractor further covenants and agrees to hold and save the City, its officers, agents, servants and employees, harmless from and against all demands of any kind for or on account of the use of any patents invention article or appliance included in materials furnished or employed under this contract.

#### **ARTICLE XXII**

The Contractor shall comply and the Contractor shall require each of the Contractor's Sub-Contractors employed in the completion of the Project to comply with all applicable Federal, State, Territorial, and Local laws. The Contractor certifies that the work will be carried out in accordance with Chapter 149 of the Massachusetts General Laws. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

#### **ARTICLE XXIII**

The goals for minority business enterprise (MBE) and women's business enterprise (WBE) participation for this contract is a cumulative goal of twenty per cent (20%) of MBE/WBE participation on the basis of the total dollars paid, minority/ women workforce, or a combination of these, as described in the MBE/WBE Enterprise Program bid documents. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to minority and women owned business, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the City of Springfield. The Contractor shall require similar reports from its Sub-Contractors. The Contractor agrees to make a good faith best effort to provide opportunities to eligible, bonafide minority and women owned and controlled businesses, as described in the "City of Springfield Minority and Women Business Enterprise Program" attached to this contract and incorporated herein by reference.

The term "a minority business enterprise" means a business at least fifty (50%) percent of which is owned by minority group members or, in the case of a publicly owned business, at least fifty-one (51%) percent of the stock which is owned by minority group members. For the purpose of the preceding sentence, "minority business group members" are citizens of the United States who are Black, Hispanic, Asian, American Indian, Alaskan Native, Cape Verdean, Eskimos and Aleuts.

#### **ARTICLE XXIV**

In the employment of mechanics, teamsters and laborers in the construction, addition to and alteration of said work preference shall be given (1) to citizens of said City who are veterans as defined in clause forty three of section seven of chapter four, M.G.L., and who are qualified to perform the work to which employment relates; (2) to citizens of said City in general; (3) to citizens of the Commonwealth who are veterans aforesaid in the Armed Forces of the United States and have been discharged or released and are qualified, as aforesaid; (4) to citizens of the Commonwealth 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 (5) to citizens of the United States. This article and Article XXV are intended to be in compliance with Chapter 149, Section 26, of the General Laws and any acts in amendments thereof or in addition thereto.

#### **ARTICLE XXV**

The rate per hour of wages to said mechanics and apprentices, teamsters, chauffeurs and laborers employed in the construction addition to or alteration of said work shall not be less than the rate or rates of wages to be determined by the Commissioner of Labor and Industries as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal services of the City; provided, further that if in the City a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided, further, that if no such rate or rates have been so established in the City, the wages paid to mechanics and apprentices, teamsters, chauffeurs and laborers on said work, shall not be less than the prevailing wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry in the City. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided. This article and Article XXIV are intended to be in compliance with Chapter 149, Section 26, of the General Laws and any acts in amendments thereof or in addition thereto.

#### **ARTICLE XXVI**

A schedule of rates or rates of wages obtained from the Division of Occupational Safety pursuant to a list submitted to the Commission of the jobs upon which mechanics and apprentices, teamsters, chauffeurs and laborers are to be employed in connection with said work, is attached hereto and made a part hereof; and it is agreed that said schedule shall be the minimum rate or rates of wages for said employees during the life of the contract. The Contractor shall cause a legible copy of said schedule to be kept posted in a conspicuous place at the site of said works during the life of the contract. This article is intended to be in compliance with Chapter 149, Section 27, of the General Laws and any acts in amendment thereof or in addition thereto.

#### **ARTICLE XXVII**

The Contractor shall pay to any reserve police officer employed by him the rate of wages paid to regular police officers in the City. This article is intended to be in compliance with Chapter 149, Section 34B, of the General Laws and acts in amendment thereof or addition thereto.

### **ARTICLE XXVIII**

In case of any dispute as to wages arising under the preceding sections, the Commissioner of Labor and Industries shall investigate and decide what rate of wages in accordance with the preceding sections, shall be paid.

### **ARTICLE XXIX**

The Contractor and every Subcontractor shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said works, showing the name, address, and occupational classification of each such employee, and the hours worked by, and the wages paid to, each such employee, and shall furnish copies of same in required form and manner to the Commissioner of Labor and Industries and/or the City upon request, signed by the employer or his authorized agent under the pains and penalties of perjury. Such records shall be open to an authorized representative of the Department of Labor and Industries or the City at any reasonable time, and as often as may be necessary. Every Contractor and Subcontractor required to keep such a record shall submit a copy of said record to the Awarding Authority on a weekly basis.

Every Contractor and Subcontractor shall preserve its payroll records for a period of six (6) years from the date of completion of the contract. Every Contractor and Subcontractor shall furnish to the Commissioner of Labor and Industries within fifteen (15) days after the completion of its portion of the work a Statement of Compliance, in the form set forth in Chapter 149, Section 27B of the General Laws and any acts in amendment thereof or in addition thereto.

### **ARTICLE XXX**

No laborer, workman, or mechanic, foreman or inspector working within the Commonwealth, in the employ of the Contractor, Sub Contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, except in cases of emergency, or in case any town subject to section thirty one is a party to such a contract, more than eight (8) hours in any one (1) day, except as aforesaid. This article is intended to be in compliance with Chapter 149, Section 34, of the General Laws and acts in amendment thereof or in addition thereto.

### **ARTICLE XXXI**

No Architect or teamster working within the Commonwealth in the employ of the Contractor, Sub-Contractor or other person doing or contracting to do the whole or part of the work contemplated by this contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, except in cases of emergency, or in case any town subject to Section thirty-one is a party to such a contract, more than eight (8) hours in any one day, except as aforesaid.

### **ARTICLE XXXII**

The Contractor shall not, nor shall the Contractor's agents or employees, directly or indirectly require, as a condition of employment in the work provided for by this contract, that any employee shall lodge, board or trade at a particular place or with a particular person. Every employee in public works shall lodge, board and trade where and with whom he (or she) elects; and no person or his agents or employees under contract with the Commonwealth, or county, city or town or with a department, board, commission or officer acting therefore, for the doing of public works shall directly or indirectly require, as a condition or employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person.

### **ARTICLE XXXIII**

The Contractor shall, before commencing performance of the Contract, procure such policies of insurance as will protect him and the City against claims under the Workmen's Compensation Acts and any other claims for damages for personal injury, including death, which may arise from operation under this contract, and the Contractor shall continue such insurance in full force and effect during the term of the Contract. Certificates of such insurance, naming the City as a co-insured, shall be filed with the City and affixed to this contract, and shall be subject to the approval of the Architect and the City for adequacy or protection. The Contractor shall, before commencing performance of the contract, at the Contractor's own expense, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty two of the General Laws to all persons to be employed under the contract, and the contractor shall continue at the Contractor's own expense, such insurance in full force and effect during term or the contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least fifteen (15) days prior to the intended Notice of Cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested shall be sufficient notice. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of the contractor.

#### **ARTICLE XXXIV**

The Contractor shall within TEN (10) days of Notice of Award furnish the City with a Labor & Materials Payment Bond AND Performance Bond, both in an amount equal to One Hundred percent (100%) of the Contract sum as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The said Performance and Labor and Materials bonds shall be affixed to this contract at its execution and have surety or sureties which are licensed to do business in the Commonwealth of Massachusetts approved by the Mayor of the City.

#### **ARTICLE XXXV**

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 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 or national origin. Such action shall include, but not be limited to, the following: 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 non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. 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 by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of 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 of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.

7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with Sub-Contractor or vendor as a result of such direction by the Department, the contract may request the United States to enter into such litigation to protect the interest of the United States.

#### ARTICLE XXXVI

The City shall have the right to terminate the Contract in whole or in part if:

A. any representative made by the Contractor to the City in connection with the Contract Documents shall be incorrect or incomplete in any material respect.

B. The Contractor fails to comply with the essential conditions of this agreement, that it shall diligently pursue the development of this project. It is expressly understood and agreed that the Contractor shall notify both the Architect and the City in the event delays occur which delays affect the start of on-site labor or accomplishment of the project. Time is of the essence of the completion of this project.

C. The intent and purpose of the Project is changed substantially so as to significantly affect the accomplishment of the Project as intended.

D. The Contractor has violated commitments made by it in its proposal and supporting documents or has violated any of the terms of conditions of this Agreement.

E. Any official, employee, Architect, attorney, Engineer or inspector of or for the City or any State or local official or representative, becomes directly or indirectly interested financially in the acquisition of any materials or equipment, or in any construction for the Project, or in the furnishings of any service to or in connection with the Project, or in any benefit arising therefrom.

F. The Contractor fails to report immediately to the City any change of authorized representative(s) acting in lieu of or on behalf of the Contractor.

G. The Contractor fails to fulfill its bonafide minority and women business enterprise commitments outlined in Contract Documents.

Should the City elect to terminate the Contract under clauses A, B, D, or G, the Contractor shall forthwith repay to the City all money received by it under the Contract. The City reserves the right to suspend the

Contract and withhold further payment, or prohibit the Contractor from incurring additional obligations pending corrective action by the Contractor or a decision by the City to terminate the Contract unless the Project is completed to the satisfaction of the City.

**ARTICLE XXXVII**

The Contractor shall establish, maintain and preserve and the Contractor shall require each of its Sub-Contractors to establish, maintain and preserve property management, project performance, financial management, payrolls and reporting documents and systems, and such other books, records and other data pertinent to the Project as the City may require. All such records shall be retained for a period of six (6) years following receipt of final payment. The Contractor shall render and shall require each of its Sub-Contractors to render to the City or any authorized representative of the City the right to inspect and monitor all work, materials, payrolls, record and personnel, invoices and other relevant data and records pertaining to the development and construction of the Project. The Contractor shall give the City access to and the right to examine all records, books, papers or documents related to the Project for the entire time period beginning with Project commencement and ending six (6) years after final acceptance and final payment. The Contractor shall provide such information on this Project as is required by the City

**ARTICLE XXXVIII**

The Contractor shall furnish and install all "weather protection" materials in accordance with M.G.L. c149, s44G, Chapter 497 of the Acts of 1970.

A. **"Weather Protection"** shall mean the temporary protection of that work adversely affected by moisture, wind and cold by covering and enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Awarding Authority and be consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations.

B. Standards for such protection shall be established by the Deputy Commissioner of Planning and Operations in the Executive Office for Administration and Finance.

C. Responsibility for Weather Protection

1. The entire responsibility for weather protection during construction until Substantial Completion, shall be assumed by the Contractor, who shall be liable for any damage to any work caused by the Contractor's failure to supply proper weather protection and proper ventilation as required.

2. Any work damaged by frost shall be removed and replaced by the Contractor at the Contractor's own expense and as directed by the Architect.

3. It is to be specifically understood that the Contractor shall do no work at any time or under any conditions that he or she deems unsuitable to the perfect execution of the Work. This provision shall not be interpreted as constituting any waiver, release or lessening of the Contractor's obligation to bring the Work to Substantial Completion with the period of time set forth in the Agreement.

**ARTICLE XXXIX**

1. The words defined herein shall have the meaning stated below whenever they appear in this section:

A. **"Contractor"** means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to section thirty-nine M of chapter 30, Sections forty-four A through H inclusive of chapter one hundred and forty-nine

- B. **"Contract"** means any contract awarded or executed pursuant to section thirty-nine M of chapter thirty, or sections forty-four A through H, inclusive, of chapter one hundred and forty-nine.
- C. **"Records"** means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers, and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- D. **"Independent Certified Public Accountant"** means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of the accountant's residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the Awarding Authority.
- E. **"Audit"**, when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
- F. **"Accountant's Report"**, when used in regard to financial statements, means a document in which an independent certified accountant indicates the scope of the audit which said accountant has made and sets forth said accountant's opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed, the reason therefore shall be stated. An accountant's report shall include as part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.
- G. **"Management"**, when used herein, means the chief executive officers, partners, principal or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.
- H. **"Accounting terms"**, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.
2. 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
- A. Until the expiration of six (6) years after final payment, the Awarding Authority, the Office of the Inspector General and the Deputy Commissioner of Capital Asset Management shall have the right to examine any books, documents, papers or records of the Contractor or his or her Subcontractor that directly pertain to, and involve transactions relating to the Contractor or his or her Subcontractor, and
- B. If the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording or recording transactions which materially affect any statements filed with the Awarding Authority, including in the Contractor's description the date of the change and reasons thereof, and shall accompany said



description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes, and

C. If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth below prior to the execution of the contract, and

D. 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 audit financial statement for the most recent completed fiscal year as set forth below.

E. The Contractor shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

1. transactions are executed in accordance with management's general and specific authorization,
2. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets,
3. access to assets is permitted only in accordance with management's general or specific authorization; and
4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

3. The Contractor shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that said accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:

- A. Whether the representations of management in response to these paragraphs are consistent with the result of management's evaluation of the system of internal accounting controls; and
- B. Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

The Contractor shall annually file with the Awarding Authority during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.

The Office of Inspector General, the Deputy Commissioner of Capital Asset Management and the Awarding Authority shall enforce the provisions of this section. The Deputy Commissioner of Capital Asset Management may after providing an opportunity for the Inspector General and other interested parties to comment, promulgate pursuant to the provisions of the chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to the authorities. The contractor's failure to satisfy any of the requirements of this section may be grounds for disqualification pursuant to section forty-four C of chapter one hundred and forty-nine.

#### **ARTICLE XL**

The Contractor shall not employ any alien in the United States in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to the immigration, exclusion, deportation, or expulsion of aliens.

#### **ARTICLE XLI**

The Contractor and its Sub-Contractors shall use raw material mined or produced in the United States and from United States Manufacturers substantially made from materials mined, produced or manufactured in the United States.

#### **ARTICLE XLII**

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.

#### **ARTICLE XLIII**

The Contractor shall give special consideration, consistent with existing applicable collective bargaining agreements and practices to the employment on the Project of qualified disabled veterans defined in 38 USC 2011 (1), and to qualified Vietnam era veterans defined in 38 USC 2011 (2) (A).

#### **ARTICLE XLIV**

The laws of the Commonwealth of Massachusetts shall govern this agreement, unless otherwise specified. Any action, whether at law or equity, shall be brought only in the Superior Court of Hampden County, or the Federal District Court for the district of Massachusetts, sitting in Springfield.

#### **ARTICLE XLV**

If by the value of the general contract or the sub-contract, the City's responsible employer ordinances are applicable to this contract or any sub-contract, then the Contractor shall also comply and shall require that the sub-contractor comply with the said ordinances and any violation of such ordinances shall be a material default of the Contractor, and the Contractor may be subject to sanctions and penalties provided by the ordinances in addition to any to any other remedies afforded to the City by law or under this Contract.

**SIGNATURE PAGE LOCATED ON NEXT PAGE**

### SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is

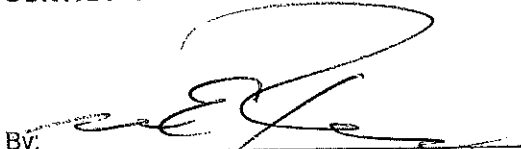
executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

IN WITNESS WHEREOF the City of Springfield has caused these presents to be signed in its name and behalf, by its Director of the Department of Capital Asset Construction and, with the approval of Domenic J. Sarno, its Mayor, and the said Contractor has caused these presents to be signed in the contractor's named and behalf by its hereto duly authorized the day and year the same is signed by all necessary parties, on the latest date noted below.

CONTRACTOR:

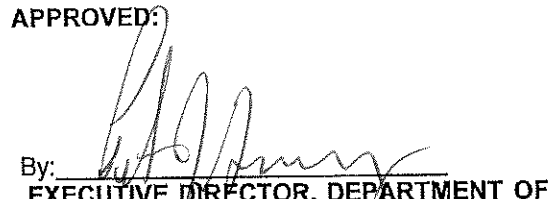
CITY OF SPRINGFIELD:

By:   
Gardner Construction & Industrial Services, Inc.

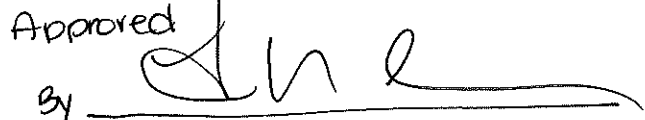
By:   
OFFICE OF PROCUREMENT

LKL #26451811-580200-64516 \$1,448,750.00  
APPROVED AS TO APPROPRIATION:

By:  8/13/21  
OFFICE OF COMPTROLLER

APPROVED:  
By:   
EXECUTIVE DIRECTOR, DEPARTMENT OF CAPITAL ASSET CONSTRUCTION


APPROVED AS TO FORM:


Approved  
By:   
Director of Disaster Recovery

By:  8/14/21  
LAW DEPARTMENT

APPROVED:

Reviewed:

By:   
MAYOR DOMENIC J. SARNO  
Date signed: 8/17/21

  
Chief Admin. & Financial officer  
Date signed: 8/16/21

# CORPORATE CERTIFICATE

\*THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS TO SIGN CONTRACTS \*

\*\*SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN THIS OTHER THAN THE PERSON SIGNING THE CONTRACT \*

I, \*\* Jan Judson A Resident of Blandford in

The State of Massachusetts DO HEREBY CERTIFY: that I am  
the ~~Clerk~~

<sup>VP</sup>  
Secretary of Gardner Construction + Industrial Services Inc.

A Corporation duly Organized and existing under and by virtue of the laws of the

State of Massachusetts

And that I have custody of the records of such Corporation: and that as of the date herein below recited

\* William Fountain PRESIDENT  
(Officer, person who is signing the Contract) (Title)

Authorized to execute and deliver in the name and on behalf of the CORPORATION the following:

Gardner Construction & Industrial Services, Inc.

CONTRACT NO. 20220014

Resiliency Improvements to Watershop's Pond Dam

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Of such corporation this 26th day of July 2021

(Affix)  
(Seal)  
(Here)

\*\* Jan Judson



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Webber & Grinnell 8 North King Street  Northampton MA 01060		<b>CONTACT NAME:</b> Cyndie Henderson CISR, CPIA <b>PHONE (A/C, No, Ext):</b> [REDACTED] <b>FAX (A/C, No):</b> [REDACTED] <b>E-MAIL ADDRESS:</b> [REDACTED]	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Phoenix Insurance Co.	<b>NAIC #</b> [REDACTED]
<b>INSURED</b>		<b>INSURER B:</b> Travelers Indemn. America	[REDACTED]
Gardner Construction & Industrial Services, Inc. Attn: Bill Fountain 47 Olivine Street Chicopee MA 01103		<b>INSURER C:</b> Travelers PC of America	[REDACTED]
		<b>INSURER D:</b> Travelers Indemn. Co. CT	[REDACTED]
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: [REDACTED]

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

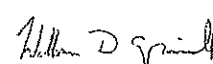
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO9P253299	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 8,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BA9P252543	07/01/2021	07/01/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 8,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9P26052A	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB9P618649	07/01/2021	07/01/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine - Installation Coverage (\$5,000 Deductible)			CO9P253299	07/01/2021	07/01/2022	Per Disaster Limit \$1,000,000 Temporary Location Limit \$250,000 Transit Limit \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Resiliency Improvements at Watershops Pond Dam Project 1 Allen Street  
 Springfield, Ma. 01008

City of Springfield is hereby listed as Additional Insured with respects to General Liability as per the terms and conditions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Springfield 36 Court Street  Springfield MA 01103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**TO BE INCLUDED IN ALL SPECIFICATIONS**

**COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.**

**A. COMPLIANCE WITH TAX LAWS**

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

**B. TAX CERTIFICATION AFFIDAVIT.**

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

**C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.**

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

**D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.**

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.



TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number \_\_\_\_\_ State Identification Number \_\_\_\_\_ Federal Identification Number \_\_\_\_\_

Company: GARDNER CONSTRUCTION & INDUSTRIAL SERVICE INC

P.O. Box (if any): \_\_\_\_\_ Street Address Only: 47 OLIVIER ST

City/State/Zip Code: CHICAGO MA 01013

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

List address(es) of all other property owned by company in Springfield: NONE  
Please identify if the bidder/proposer is a:  
Corporation

Individual \_\_\_\_\_ Name of Individual: \_\_\_\_\_

Partnership \_\_\_\_\_ Names of all Partners: \_\_\_\_\_

Limited Liability Company \_\_\_\_\_ Names of all Managers: \_\_\_\_\_

Limited Liability Partnership \_\_\_\_\_ Names of Partners: \_\_\_\_\_

Limited Partnership \_\_\_\_\_ Names of all General Partners: \_\_\_\_\_

You must complete the following certifications and have the signature(s) notarized on the lines below.

FEDERAL TAX CERTIFICATION

I, William Fountaine, identify under the pains and penalties of perjury that GARDNER CIS, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.  
(authorized agent) (Bidder/Proposer)

GARDNER CIS Bidder/Proposer/Contracting Entity [Signature] Authorized Person's Signature Date: 6-22-21

CITY OF SPRINGFIELD TAX CERTIFICATION

I, William Fountaine, certify under the pains and penalties of perjury that GARDNER CIS, to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).  
(authorized agent) (Bidder/Proposer)

GARDNER CIS Bidder/Proposer/Contracting Entity [Signature] Authorized Person's Signature Date: 6-22-21

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, William Fountaine, certify under the pains and penalties of perjury that GARDNER CIS, to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.  
(authorized agent) (Bidder/Proposer)

GARDNER CIS Bidder/Proposer/Contracting Entity [Signature] Authorized Person's Signature Date: 6-22-21

Notary Public

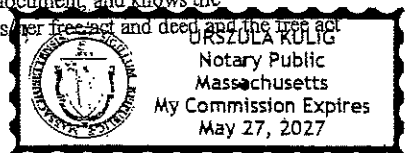
STATE OF MASS

06-22-, 2021

County of Hampden, ss.

Then personally appeared before me [name] URSZULA KULIG, [title] NOTARY PUBLIC of [company] POLISH NATIONAL CREDIT being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] GARDNER CIS.

[Signature]  
Notary Public  
My commission expires: 05-27-2027



YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

**PERFORMANCE BOND**  
**BID NO 21-179 - OOP'22 C# 20220014 V#35612**

Know all men by these present, that Gardner Construction & Industrial Services, Inc, a Massachusetts corporation with a mailing address located at 47 Olivine Street, Chicopee, MA 01013, hereinafter called PRINCIPAL, as Principal and Philadelphia Indemnity Insurance Company a corporation duly established by law and having a usual place of business in Montgomery County, hereinafter called the SURETY, as Surety, which is authorized to do a surety, guaranty and indemnity business in the Commonwealth of Massachusetts, and has complied with all the requirements of law for the transaction of such a business in said Commonwealth, are holden and stand firmly bound unto the City of Springfield, a corporation duly established by law in the County of Hampden, in said Commonwealth, hereinafter called the OBLIGEE, in the sum of:

**Two Million Four Hundred Forty-Eight Thousand Seven Hundred Fifty Dollars and 00/100**  
**(\$2,448,750.00)**

to the payment of which to the said City of Springfield, or its successors or assigns, we hereby jointly and severally bind ourselves, our successors and assigns.

**THE CONDITION** of this obligation is such \_\_\_\_\_ that, **WHEREAS** the said Principal has entered into a written contract with the said City of Springfield **July 8, 2021**.

**Resiliency Improvements to Watershop's Pond Dam**

**NOW THEREFORE**, if the said Principal shall truly and faithfully perform and do all the things which the said Principal agrees, promises and covenants in said contract to do and perform at the times and in the manner in said contract set forth; and if said Principal and said Surety shall jointly or severally indemnify the obligee against any loss or damage directly or indirectly arising by reason of the failure of the Principal to faithfully perform said contract at the time and in the manner aforesaid, then this obligation shall be void, otherwise to remain in full force and effect.

**IN WITNESS WHEREOF** the said Principal, has caused these presents to be signed and its official seal hereto affixed in triplicate by it thereunto duly authorized and the said Surety, has caused these presents to be signed and its official seal hereto affixed in triplicate by its

In witness we hereunto set our hands and seal this 23rd day of July 2021

**PRINCIPAL: Gardner Construction & Industrial Services, Inc.**

BY: [Signature]

ITS: VP of Operations

**CORPORATE SEAL**

(Affix)  
(Seal)  
(Here)

Approved as to Form:

[Signature]  
Deputy CITY SOLICITOR  
8/16/21

**SURETY: Philadelphia Indemnity Insurance Company**

BY: [Signature]

ITS: Mark D. Leskanic, Attorney-in-Fact

**CORPORATE SEAL**

(Affix)  
(Seal)  
(Here)

Approved By

[Signature]  
DOMENIC J. SARNO, MAYOR

**LABOR & MATERIALS (PAYMENT) BOND**  
**BID NO 21-179 - OOP'22 C# 20220014 V#35612**

Know all men by these present, that Gardner Construction & Industrial Services, Inc, a Massachusetts corporation with a mailing address located at 47 Olivine Street, Chicopee, MA 01013, hereinafter called PRINCIPAL, as principal and Philadelphia Indemnity Insurance Company a corporation duly established by law and having a usual place of business in Montgomery County, hereinafter called the SURETY, as Surety, which is authorized to do a surety, guaranty and indemnity business in the Commonwealth of Massachusetts, and has complied with all the requirements of law for the transaction of such a business in said Commonwealth, are held and stand firmly bound unto the City of Springfield, a corporation duly established by law in the County of Hampden, in said Commonwealth, hereinafter call the OBLIGEE, As surety, you are held and firmly bound unto the CITY OF SPRINGFIELD in the sum of:

**Two Million Four Hundred Forty-Eight Thousand Seven Hundred Fifty Dollars and 00/100**  
**(\$2,448,750.00)**

Lawful money of the United States of American, to be paid to the City Treasurer, Springfield, Massachusetts for payment, well and truly made, we bind ourselves, our representative heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present. Whereas, the said principal has made a contract with the City acting through its Mayor, and Chief Procurement Officer under date of July 8, 2021.

**Resiliency Improvements to Watershop's Pond Dam**

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws Chapter Ch.149/3039M, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In witness we hereunto set our hands and seal this 23rd day of July 2021

PRINCIPAL: Gardner Construction & Industrial Services, Inc.

SURETY: Philadelphia Indemnity Insurance Company

BY: [Signature]

BY: [Signature]

ITS: V.P. of Operations

ITS: Mark D. Leskanic, Attorney-in-Fact

CORPORATE SEAL

CORPORATE SEAL

(Affix)  
(Seal)  
(Here)

(Affix)  
(Seal)  
(Here)

Approved as to Form:

Approved By:

[Signature]  
CITY SOLICITOR 8/16/21

[Signature]  
DOMENIC J. SARNO, MAYOR

Deputy

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

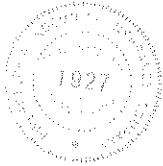
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Mark D. Leskanic; Bette A. Botticello OF THE TOWN OF NEEDHAM, STATE OF MASSACHUSETTS**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

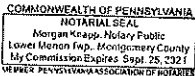
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

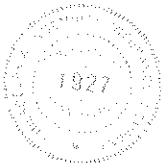
Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of July, 2021



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bid No. 21-179; Resiliency Improvements to Watershops Pond Dam

GC Opening Date: 2:00 P.M. June 2, 2021

FORM FOR GENERAL BIDS

TO: Theo G. Theocles, Esq.  
Deputy Procurement Officer  
Office of Procurement  
City Hall, Room 307, 36 Court St., Springfield MA 01103

A. The undersigned:

Gardner Construction & Industrial Services Inc. (Gardner CIS)

(Please type or print the business name of the bidding firm)

Proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Drawings, Specifications, and Addenda, all work specified in of the Specifications and in any Drawings specified in any such Section of the Bid titled: **Resiliency Improvements to Watershops Pond Dam** prepared by: **GZA GEOENVIRONMENTAL INC., 1400 Main Street**, for the price below, subject to additions and deductions according to the terms of the specifications:

B. This bid includes addenda numbered 1, 2, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

C. The proposed contract price is: (in words)

Two Million Ninety Eight Thousand Seven Hundred Fifty Dollars

\_\_\_\_\_ Dollars

(In figures) (\$ 2,098,750.00 ).

For Alternate No. 1, Add Three Hundred Fifty Thousand

\_\_\_\_\_ Dollars (\$ 350.000.00 )

OR Deduct \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

D. The subdivision of the proposed contract price is as follows:


Item D. 1: The work of the General Contractor Two Million Ninety Eight

Thousand SevenHundred Fifty Dollars (\$ 2,098,750.00 )

Item D. 2: The work of the Filed Sub-Bidders: N/A  
Dollars (\$ \_\_\_\_\_ )

Sub-Trade	Name of Sub-Bidder	Price	Require bonds?

BY: William Fountain President  
PLEASE TYPE OR PRINT NAME AND TITLE

SIGNED:  DATE: 6/22 / 2021

E. The undersigned agrees that, if selected as General Contractor, he or she will, within five days, (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of the bid and furnish a Performance Bond and also a Labor and Materials (or Payment) Bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority and each Bond in the sum of 100 percent of the Contract price, the premiums for which are to be paid by the General Contractor and are included in the Contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Ch. 149.

The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section 29-F of M.G.L. Chapter 29, or any other applicable debarment provisions of any other General Laws or any rule or regulations promulgated thereunder.

Completion Date: June 30, 2022

Date: Gardner Construction & Industrial Services Inc. (Gardner CIS)  
(Please print or type Name of General Bidder)

by: William Fountain President  
(Please print or type Name and Title of person signing Bid)

47 Olivine Street, Chicopee, Ma. 01013  
(Business Address)

PH. 413-535-1500 Fax 413-536-0242  
(Please include City, State, Zip Code, Business Telephone & facsimile numbers)

**SIGN  
HERE:**



Please certify by writing your initials in the space provided below 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 shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Please initial: WER

- If a Corporation, signature and seal by duly authorized officer is required.
- If a partnership, so state and names and residential addresses of all partners are required.
- If an individual, so state and also indicate residential address if different than business address and also sign.

BID NO. 21-179 FORM FOR GENERAL BID  
Resiliency Improvements at Watershops Pond Dam

**Unit Pricing**

*Unit pricing shall apply to additions or deletions to the scope of work as described by the Bid Documents.*

**This is for informational purposes only and is not made part of the bid or the contract.**

**Description** **ADD / DEDUCT**

Unsuitable Excavation, Disposal, and Replacement w Gravel Borrow (per CY)	\$ 125.00
Gravel Borrow (per CY)	\$ 25.00
Processed Gravel Borrow (per CY)	\$ 30.00
Topsoil Borrow (per CY)	\$ 30.00
Crushed Stone (per ton)	\$ 30.00
Legal Off-Site Disposal of Regulated Materials (per ton)	\$ 25.00
Legal Off-Site Disposal of Hazardous Materials (per ton)	\$ 50.00
Bituminous Concrete Paving including gravel borrow subbase and dense-graded base (per square foot)	\$ 10.00
Brownstone Block Repair (per cubic foot)	\$ 500.00
Brownstone Base Repair (per cubic foot)	\$ 450.00
Cement Concrete Masonry (per CY) (4000 psi, cast-in-place, with reinf.)	\$ 2,000.00
6-foot Height Black Vinyl Coated Chain Link Fence (per linear foot)	\$ 85.00



## STATEMENT OF BIDDER QUALIFICATIONS

**Proposers must submit list of all similar projects completed within the last Three (3) years.**  
This information will be used to establish eligibility of bidder for contract award. Any format used by the bidder to supply this information must include the information requested below. Defaulted projects must be listed. **Failure to list a project may result in bid rejection.** Please use additional sheets necessary.

Contractor Gardner Construction & Industrial Services Inc.

Project: Boat Lock Units 2&3 Intake Rack & Feed Gate No. 3 & 4  
Support Structure Replacements

Description: Removal of Structural Steel Framing, Trash Racks, Walkways

and Misc. Concrete

Installation of New Structural Steel, Trash Racks and Walkways

and installation of new concrete

Location: Holyoke, Ma.

Contract amount: 345,000.00 Completion date: 9-29-2018

Contact: Josh Wells Phone: 413-536-9417

Owner & Address: Holyoke Gas & Electric

99 Suffolk Street

Holyoke, Ma. 01040

Contractor Gardner Construction & Industrial Services Inc.

Project: No. 2 Overflow Drain Gate Replacement

Description: Removed 2 Existing Cast Manually Operated Slide Gates

Installed Concrete on face of outflow (Dam) installed new platforms at top

of outflow, installed new stainless steel slide gates, stems and electric operators

Location: Holyoke, Ma.

Contract amount: 195,500.00 Completion date: 9-29-2018

Contact: Josh Wells Phone: 413-536-9417

Owner & Address: Holyoke Gas & Electric

99 Suffolk Street

Holyoke, Ma. 01040

Contractor Gardner Construction & Industrial Services Inc.

Project: Penstock Closures of the Nonotuck and Albion Units A&D

Description: Removed wooded Diversion Systems, Structural Steel

and Trash Racks

Form and Placed concrete to plug penstocks

Location: Holyoke, Ma.

Contract amount: 248,500.00 Completion date: 9-27-2020

Contact: Josh Wells Phone: 413-536-9417

Owner & Address: Holyoke Gas & Electric

99 Suffolk Street

Holyoke, Ma. 01040

## STATEMENT OF BIDDER QUALIFICATIONS

**Proposers must submit list of all similar projects completed within the last Three (3) years.**

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Contractor Gardner Construction & Industrial Services Inc.

Project: Bebee Holbrook Penstock Closure

Description: Remove Existing Structural Steel and Trash Racks

Formed and placed Concrete to plug opening, Formed and Plugged Exit

Place approx. 700 yards of flowable between opening and exit

Location: Holyoke, Ma.

Contract amount: 281,000.00 Completion date: 10-24-2021

Contact: Steve Roy Phone: 413-563-9819

Owner & Address: Holyoke Gas & Electric

99 Suffolk Street

Holyoke, Ma. 01040

Contractor Gardner Construction & Industrial Services Inc.

Project: West End Mill District Infrastructure Project

Description: Installed approx 4000lf of new water main, Installed approx 700lf

gravity sewer line, demo existing wastewater pump station

Installed New Pump station, Control Building and back up generator

Location: Chicopee, Ma.

Contract amount: 2,350,000.00 Completion date: 10-15-2019

Contact: David Partridge Phone: 413-519-7393

Owner & Address: City Of Chicopee

274 Front Street

Chicopee, Ma. 01013

Contractor: \_\_\_\_\_

Project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_

Contract amount: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner & Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TO BE INCLUDED IN ALL SPECIFICATIONS**

**COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.**

**A. COMPLIANCE WITH TAX LAWS**

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

**B. TAX CERTIFICATION AFFIDAVIT.**

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

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The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number [redacted] State Identification Number [redacted] Federal Identification Number [redacted]
Company: GARDNER CONSTRUCTION & INDUSTRIAL SERVICE INC
P.O. Box (if any): Street Address Only: 47 OLIVINE ST
City/State/Zip Code: CHICAGO MA 01013
Telephone Number: [redacted] Fax Number: [redacted]
List address(es) of all other property owned by company in Springfield: None
Please Identify if the bidder/proposer is a:
Corporation [checked]
Individual
Partnership
Limited Liability Company
Limited Liability Partnership
Limited Partnership

You must complete the following certifications and have the signature(s) notarized on the lines below.

FEDERAL TAX CERTIFICATION

I, William Fountaine, certify under the pains and penalties of perjury that GARDNER CIS, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.
GARDNER CIS Authorized Person's Signature Date: 6-22-21

CITY OF SPRINGFIELD TAX CERTIFICATION

I, William Fountaine, certify under the pains and penalties of perjury that GARDNER CIS, to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).
GARDNER CIS Authorized Person's Signature Date: 6-22-21

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

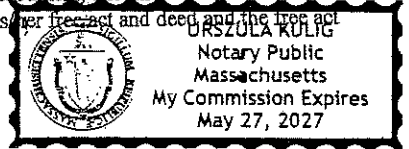
Pursuant to M.G.L. c. 62C §49A, I, William Fountaine, certify under the pains and penalties of perjury that GARDNER CIS, to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
GARDNER CIS Authorized Person's Signature Date: 6-22-21

Notary Public

STATE OF MASS 06-22-2021
County of Hampden, ss.

Then personally appeared before me [name] URSZULA KULIG, [title] NOTARY PUBLIC of [company name] POLISH NATIONAL CREDIT being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her true act and deed of [company name] GARDNER CIS.

My commission expires: 05-27-2027



YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

**BIDDER'S/PROPOSER'S CERTIFICATION**

(This form is to be completed for all bids/proposals)

The undersigned *bidder/proposer* hereby certifies he/she will comply with the minority/women workforce percentage ratio and specific affirmative action steps contained in this program and will make good faith best efforts to comply with the Minority/Women Business Enterprise goals under these contract provisions, as well as all other requirements deemed necessary by the Contract Compliance Officer for this type of contract.

Bidder will include in any contract with a subcontractor the following conditions:

"The subcontractor agrees that he/she shall make good faith best efforts to comply with the Minority/Woman Workforce Ratio and the Minority/Women Enterprise compliance specified in the City of Springfield's Minority/Women Business Enterprise Program attached to the project specification."

Gardner Construction & Industrial Services Inc. ( Gardner CIS )

Name of firm

 William Fountain

Signature of Bidder/Proposer (authorized representative)

President

Title

6-22-2021

Date

THE AWARDING AUTHORITY MAY REJECT ANY BID/PROPOSAL NOT ACCOMPANIED BY THIS CERTIFICATION. IN ORDER TO ENSURE THAT THE SAID SUBCONTRACTOR'S CERTIFICATION BECOMES A PART OF ALL SUBCONTRACTS UNDER THE PRIME CONTRACT, NO SUBCONTRACT SHALL BE EXECUTED UNTIL AN AUTHORIZED REPRESENTATIVE OF THE CITY AGENCY ADMINISTERING THIS PROJECT HAS DETERMINED, IN WRITING, THAT THE SAID CERTIFICATION HAS BEEN INCORPORATED IN SUCH SUBCONTRACT REGARDLESS OF TIER. ANY SUB-CONTRACT EXECUTED WITHOUT SUCH WRITTEN APPROVAL SHALL BE VOID.

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

**MBE/WBE UTILIZATION REPORT**

The City of Springfield in its commitment to pedal opportunity for all its citizens and businesses, through the policies of the City requires all bidders on this project to make good faith best efforts to achieve the MBE/WBE participation goals. Bidder certifies that it intends to use the following utilization of such MBE/WBE's which shall include subcontractors, consultants, materials and supplies contracts. Bidder certifies that it will make substitution only as approved by the awarding authority in accordance with applicable law.

	Name and address Of MBE/WBE	Telephone #	Nature of Work to be performed of work	\$ value
MBE/WBE	<u>Kenney Masonry</u> <u>P.O. Box 2506</u> <u>Amherst, Ma. 01004</u>	<u>413-556-0400</u>	<u>Masonry</u>	<u>\$256,100.00</u>
MBE/WBE	_____	_____	_____	_____
MBE/WBE	_____	_____	_____	_____
MBE/WBE	_____	_____	_____	_____

Minority/Females Employees (check here) \_\_\_\_\_

\$Value of Work 256,100.00

Project Name Watershops Project Bid # 21-179 Total Bid Amount: 2,098,750.00

Total MBE % \_\_\_\_\_ Total WBE % 10 Total MBE/WBE % \_\_\_\_\_

Should you need assistance in procuring MBE/WBE's please contact the City's Contract Compliance Officer at (413) 787-6284.

Gardner Construction & \_\_\_\_\_ 47 Olivine Street  
 (Company Name) Industrial Services Inc (Address) Chicopee, Ma. 01013  
 (Telephone) 413-535-1500 (Authorized Signatarc) [Signature] (Date) 6-22-2021

**THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.**



AFFIRMATIVE ACTION PLAN

Resiliency Improvements Water Shops  
NAME OF PROJECT Pond Dam BID NO. 21-179

A.) Bidder shall include Company Policy Statement which sets forth the Chief Executive Officer's attitude on equal employment opportunity.

B.) Company's Officer William Fountain

NAME OF FIRM Gardner Construction & Industrial Services Inc.

NAME William Fountain

POSITION OR TITLE President

BUSINESS ADDRESS 47 Olivine Street

CITY Chicopee, Ma. 01013

TELEPHONE 413-535-1500

C.) What is the total number of employees that is currently employed by your company?

Please provide a profile of your workforce.

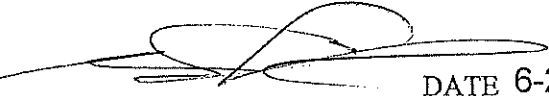
D.) What is your anticipated work force for this project/service? 5  
Number of Minorities \_\_\_\_\_ Number of Females 1

E.) Is your company a member of a union Yes  No  . If yes what union local number and location. \_\_\_\_\_

F.) Describe company's advertising, recruiting efforts, and systematic contact with minority group organization, etc. and evidence that minority group members are being sought from all recruitment sources. When we Advertise for Employment as an EEO

G.) Is your company at least 51% owned and controlled by one of the following groups members? If yes, would you kindly circle the appropriate categories.

MALE--FEMALE: Black, Hispanic, Asian, American Indian,  
Alaskan Native, Cape Verdean, Caucasian.

AUTHORIZED SIGNATURE  DATE 6-22-2021

FIRM Gardner Construction & Industrial Services Inc.

ADDRESS 47 Olivine Street , Chicopee, Ma. 01013

TELEPHONE NO. 413-535-1500

**THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.**

MBE/WBE LETTER OF INTENT

(To be completed by each MBE/WBE listed in the Bidder/Proposer's MBE/WBE Utilization Report (Form 2).

MBE/WBE Company Name Kenney Masonry MBE/WBE Address P.O. Box 2506  
Amherst, Ma. 01004


MBE/WBE Telephone 413-256-0400

Resiliency Improvements  
Project Name: Watershops Pond Dam Project Location: Springfield, Ma.

Please identify whether the above company is an: MBE  or WBE

- 1. The MBE/WBE company has been certified by SOMWBA (State Office of Minority/Women Business Assistance) and it has not changed its women/minority ownership, control, or management without notifying SOMWBA within thirty (30) days of such change.
- 2. I understand that if we are awarded the contract by the City of Springfield, we agree to negotiate an agreement in good faith with the above mentioned company. I also understand that our company, as Bidder, certifies that it will make substitution only as approved by the awarding authority in accordance with applicable law.

Bidding Company Gardner Construction & Industrial Services Inc.

Authorized Person's Signature 

Date 6-22-2021

**THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.**

INFORMATION ON UNSUCCESSFUL CONTACT OF MBE/WBE

(Additional copies of this information form shall be prepared by the Bidder in the quantity necessary to comply with the bidding requirements)

- 1. NAME OF MBE/WBE COMPANY CONTACTED: Dagle Electrical
2. ADDRESS OF COMPANY: 68 Industrial Way Wilmington, Ma. 01887
3. TELEPHONE NO.: 800-379-1459
4. DATE CONTACTED: 6-22-2021

How was contact made? (Check appropriate answer) Telephone # Email In person

MBE/MBE Firm Declined Job: Offer declined by: Gardner CIS (Name & Title)

MBE/WBE Firm offered to do the job at the price of \$: 254,780.00 which was determined to be too high based on our price : \$ 195,000.00

MBE/WBE Company price was satisfactory, but the MBE/WBE Company was judged by our company to be unqualified for the job. Based on what factors? Please explain.

I certify under the pains and penalties of perjury that to my best knowledge and belief the above information is accurate and complete.

Bidding Company Gardner Construction & Industrial Services Inc.

Authorized Person's Signature Date 6-22-2021

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.



## Equal Employment Opportunity Policy

Gardner Construction & Industrial Services Inc.

Provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

A large, stylized handwritten signature in black ink, appearing to read "W. Fountain".

William Fountain  
President





CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

Awarding Authority: City of Springfield  
Contract Number: Bid No. 21-179 City/Town: SPRINGFIELD  
Description of Work: The work includes replacement of the bascule crest gate and two sluice gates at the Watershops Pond Dam and includes sitework associated with service and improvement of the dam.  
Job Location: Watershops Pond Dam

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

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



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

**Classification**

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

**Apprentice - BOILERMAKER - Local 29**

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

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

**Notes:**

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

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

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

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

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

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

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

**Notes:**

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

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin

Effective Date - 03/01/2021

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

Effective Date - 09/01/2021

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

Notes:

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

Apprentice to Journeyworker Ratio:1:5

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

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2021

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

Effective Date - 04/01/2022

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

Notes:

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

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

Effective Date - 01/01/2020

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

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.  
 Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CRANE OPERATOR OPERATING ENGINEERS LOCAL 98	12/01/2020	\$39.72	\$12.47	\$14.50	\$0.00	\$66.69
	06/01/2021	\$40.54	\$12.47	\$14.50	\$0.00	\$67.51
	12/01/2021	\$41.37	\$12.47	\$14.50	\$0.00	\$68.34
	06/01/2022	\$42.24	\$12.47	\$14.50	\$0.00	\$69.21
	12/01/2022	\$43.12	\$12.47	\$14.50	\$0.00	\$70.09
	06/01/2023	\$44.07	\$12.47	\$14.50	\$0.00	\$71.04
	12/01/2023	\$45.02	\$12.47	\$14.50	\$0.00	\$71.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06
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**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

Effective Date - 01/01/2021

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

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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



Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *ELECTRICIAN - Local 7*

Effective Date - 01/03/2021

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

Effective Date - 06/27/2021

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

Notes:

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

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

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2021

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

Effective Date - 01/01/2022

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

Notes:

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

Apprentice to Journeyworker Ratio:1:1

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

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

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

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2020

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

Effective Date - 06/01/2021

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

Notes:

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

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/01/2020	\$24.50	\$8.60	\$13.44	\$0.00	\$46.54
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2021	\$24.50	\$8.60	\$13.44	\$0.00	\$46.54
	12/01/2021	\$24.50	\$8.60	\$13.44	\$0.00	\$46.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER	09/01/2020	\$37.88	\$7.84	\$17.27	\$0.00	\$62.99
FLOORCOVERERS LOCAL 1168 ZONE III						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 09/01/2020

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

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

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *GLAZIER - Local 1333*  
Effective Date - 06/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:3

GRADER/TRENCHING MACHINE/DERRICK  
OPERATING ENGINEERS LOCAL 98

12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

HVAC (DUCTWORK)  
SHEETMETAL WORKERS LOCAL 63

01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS)  
ELECTRICIANS LOCAL 7

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

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR)  
SHEETMETAL WORKERS LOCAL 63

01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING - WATER)  
PLUMBERS & PIPEFITTERS LOCAL 104

03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86

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

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

HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 104	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86

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

HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2020	\$32.65	\$8.60	\$13.44	\$0.00	\$54.69
	06/01/2021	\$33.49	\$8.60	\$13.44	\$0.00	\$55.53
	12/01/2021	\$34.32	\$8.60	\$13.44	\$0.00	\$56.36

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

INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)	09/01/2020	\$39.20	\$13.80	\$17.14	\$0.00	\$70.14
	09/01/2021	\$41.60	\$13.80	\$17.14	\$0.00	\$72.54
	09/01/2022	\$44.05	\$13.80	\$17.14	\$0.00	\$74.99

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

Effective Date - 09/01/2020

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

Effective Date - 09/01/2021

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

Notes:  
Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

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

Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate

**Apprentice - IRONWORKER - Local 7 Springfield**

Effective Date - 03/16/2021

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

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
LABORER	12/01/2020	\$31.90	\$8.60	\$15.50	\$0.00	\$56.00
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2021	\$32.74	\$8.60	\$15.50	\$0.00	\$56.84
	12/01/2021	\$33.57	\$8.60	\$15.50	\$0.00	\$57.67
	06/01/2022	\$34.19	\$8.60	\$15.50	\$0.00	\$58.29
	12/01/2022	\$34.82	\$8.60	\$15.50	\$0.00	\$58.92
	06/01/2023	\$35.44	\$8.60	\$15.50	\$0.00	\$59.54
	12/01/2023	\$36.07	\$8.60	\$15.50	\$0.00	\$60.17

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 12/01/2020

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

Effective Date - 06/01/2021

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

Apprentice - LABORER (Heavy & Highway) - Zone 3

Effective Date - 12/01/2020

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

Effective Date - 06/01/2021

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

Notes:

Apprentice to Journeyworker Ratio:1:5



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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: TREE REMOVER	12/01/2020	\$31.90	\$8.60	\$15.50	\$0.00	\$56.00
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2021	\$32.74	\$8.60	\$15.50	\$0.00	\$56.84
	12/01/2021	\$33.57	\$8.60	\$15.50	\$0.00	\$57.67
	06/01/2022	\$34.19	\$8.60	\$15.50	\$0.00	\$58.29
	12/01/2022	\$34.82	\$8.60	\$15.50	\$0.00	\$58.92
	06/01/2023	\$35.44	\$8.60	\$15.50	\$0.00	\$59.54
	12/01/2023	\$36.07	\$8.60	\$15.50	\$0.00	\$60.17

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction. For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86

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

MARBLE & TILE FINISHERS	02/01/2021	\$36.17	\$11.39	\$19.35	\$0.00	\$66.91
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2021	\$37.17	\$11.39	\$19.48	\$0.00	\$68.04
	02/01/2022	\$37.62	\$11.39	\$19.48	\$0.00	\$68.49

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

Effective Date - 02/01/2021

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

Effective Date - 08/01/2021

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

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

Effective Date - 01/04/2021

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

Effective Date - 01/03/2022

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

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

Apprentice to Journeyworker Ratio:1:5

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

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2021

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate

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

Effective Date - 01/01/2021

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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

Effective Date - 01/01/2021

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2021

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

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Effective Date - 01/01/2021

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

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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

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

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

Apprentice - *PILE DRIVER - Local 56 Zone 3*

Effective Date - 08/01/2020

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

Notes: Apprentice wages shall be no less than the following Steps;  
(Same as set in Zone 1)

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

Apprentice to Journeyworker Ratio:1:5

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

For apprentice rates see "Apprentice-LABORER"

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

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

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER/PIPEFITTER - Local 104

Effective Date - 03/17/2021

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

Effective Date - 09/17/2021

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

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

Apprentice to Journeyworker Ratio:\*\*

PNEUMATIC CONTROLS (TEMP.)	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
PLUMBERS & PIPEFITTERS LOCAL 104	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						



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

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

Apprentice - ROOFER - Local 248

Effective Date - 07/16/2020

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

Notes:

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

Apprentice to Journeyworker Ratio:1:3

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$32.46	\$12.47	\$14.50	\$0.00	\$59.43
	06/01/2021	\$33.28	\$12.47	\$14.50	\$0.00	\$60.25
	12/01/2021	\$34.11	\$12.47	\$14.50	\$0.00	\$61.08
	06/01/2022	\$34.98	\$12.47	\$14.50	\$0.00	\$61.95
	12/01/2022	\$35.86	\$12.47	\$14.50	\$0.00	\$62.83
	06/01/2023	\$36.81	\$12.47	\$14.50	\$0.00	\$63.78
	12/01/2023	\$37.76	\$12.47	\$14.50	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

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

Effective Date - 01/01/2021

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

**Notes:**

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2021	\$43.14	\$10.55	\$16.41	\$0.00	\$70.10

Classification

Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate

Apprentice - *SPRINKLER FITTER - Local 669*

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.41	\$7.75	\$0.00	\$0.00	\$27.16
2	50	\$21.57	\$7.75	\$0.00	\$0.00	\$29.32
3	55	\$23.73	\$10.55	\$8.15	\$0.00	\$42.43
4	60	\$25.88	\$10.55	\$8.15	\$0.00	\$44.58
5	65	\$28.04	\$10.55	\$8.40	\$0.00	\$46.99
6	70	\$30.20	\$10.55	\$8.40	\$0.00	\$49.15
7	75	\$32.36	\$10.55	\$8.40	\$0.00	\$51.31
8	80	\$34.51	\$10.55	\$8.40	\$0.00	\$53.46
9	85	\$36.67	\$10.55	\$8.40	\$0.00	\$55.62
10	90	\$38.83	\$10.55	\$8.40	\$0.00	\$57.78

Notes:

Apprentice to Journeyworker Ratio:1:1

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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 01/03/2021

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

Effective Date - 06/27/2021

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

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate

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

Effective Date - 02/01/2021

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

Effective Date - 08/01/2021

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2021

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

Effective Date - 08/01/2021

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$52.13	\$8.60	\$17.92	\$0.00	\$78.65
	06/01/2021	\$53.15	\$8.60	\$17.92	\$0.00	\$79.67
	12/01/2021	\$54.16	\$8.60	\$17.92	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$54.13	\$8.60	\$17.92	\$0.00	\$80.65
	06/01/2021	\$55.15	\$8.60	\$17.92	\$0.00	\$81.67
	12/01/2021	\$56.16	\$8.60	\$17.92	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$44.20	\$8.60	\$17.92	\$0.00	\$70.72
	06/01/2021	\$45.22	\$8.60	\$17.92	\$0.00	\$71.74
	12/01/2021	\$46.23	\$8.60	\$17.92	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$46.20	\$8.60	\$17.92	\$0.00	\$72.72
	06/01/2021	\$47.22	\$8.60	\$17.92	\$0.00	\$73.74
	12/01/2021	\$48.23	\$8.60	\$17.92	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42	
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS &amp; PIPEFITTERS LOCAL 104</i>	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86	
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
<b>Op Eng Marine (Dredging Work)</b>						
BOAT OPERATOR <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$29.26	\$7.63	\$3.30	\$0.00	\$40.19
CERTIFIED WELDER <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$31.09	\$7.63	\$3.60	\$0.00	\$42.32
CHIEF WELDER/ CHIEF MATE <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$33.02	\$7.63	\$3.60	\$0.00	\$44.25



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DERRICK / SPIDER / SPILLBARGE OPERATOR <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$33.02	\$7.63	\$3.60	\$0.00	\$44.25
DRAG BARGE OPERATOR / WELDER / MATE <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$30.24	\$7.63	\$3.30	\$0.00	\$41.17
ENGINEER / ELECTRICIAN <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$33.02	\$7.63	\$3.60	\$0.00	\$44.25
LICENSED BOAT OPERATOR <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$33.02	\$7.63	\$3.60	\$0.00	\$44.25
LICENSED TUG OPERATOR OVER 1000HP <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$38.18	\$7.63	\$3.60	\$0.00	\$49.41
MAINTENANCE ENGINEER <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$33.03	\$7.63	\$3.60	\$0.00	\$44.26
OILER - MARINE DIVISION <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$24.30	\$7.63	\$3.00	\$0.00	\$34.93
OPERATOR / LEVERMAN <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$38.18	\$7.63	\$3.60	\$0.00	\$49.41
RODMAN / SCOWMAN <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$24.30	\$7.63	\$3.00	\$0.00	\$34.93
SHOREMAN / DECKHAND <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2017	\$24.30	\$7.63	\$3.00	\$0.00	\$34.93
<b>Outside Electrical - West</b>						
EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> For apprentice rates see "Apprentice- LINEMAN"	09/01/2019	\$44.67	\$8.00	\$12.55	\$0.00	\$65.22
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> For apprentice rates see "Apprentice- LINEMAN"	09/01/2019	\$30.58	\$8.00	\$5.48	\$0.00	\$44.06
GROUNDMAN / TRUCK DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> For apprentice rates see "Apprentice- LINEMAN"	09/01/2019	\$39.97	\$8.00	\$10.96	\$0.00	\$58.93
HEAVY EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i> For apprentice rates see "Apprentice- LINEMAN"	09/01/2019	\$47.01	\$8.00	\$13.22	\$0.00	\$68.23
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$51.71	\$8.00	\$15.55	\$0.00	\$75.26

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - LINEMAN (Outside Electrical) - West Local 42**

Effective Date - 09/01/2019

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

Notes:

Apprentice to Journeyworker Ratio:1:2

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

**Additional Apprentice Information:**

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

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

All steps are six months (1000 hours.)

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

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

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

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

"General Decision Number: MA20210010 04/30/2021

Superseded General Decision Number: MA20200010

State: Massachusetts

Construction Types: Heavy (Heavy and Marine)

Counties: Berkshire, Franklin, Hampden and Hampshire Counties in Massachusetts.

HEAVY CONSTRUCTION PROJECTS; AND MARINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/12/2021
2	04/30/2021

BOIL0029-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 42.42	24.92

BRMA0001-005 08/01/2020

SPRINGFIELD CHAPTER

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CEMENT		
MASONS; PLASTERERS; STONE		
MASONS; MARBLE, TILE &		
TERRAZZO WORKERS.....	\$ 44.16	33.63
BRICKLAYERS; CEMENT		
MASONS; STONE MASONS;		

MARBLE, TILE & TERRAZO.....\$ 41.96 29.80

BRMA0001-007 08/01/2020

SPRINGFIELD/PITTSFIELD CHAPTER  
BERKSHIRE COUNTY

Rates Fringes

BRICKLAYER

BRICKLAYERS; CEMENT  
MASONS; PLASTERERS; STONE  
MASONS; MARBLE, TILE &  
TERRAZZO WORKERS.....\$ 44.16 33.63  
BRICKLAYERS; CEMENT  
MASONS; STONE MASONS;  
MARBLE, TILE & TERRAZZO.....\$ 41.96 29.80

CARP0056-004 08/01/2020

Rates Fringes

DIVER TENDER.....\$ 49.07 35.57  
DIVER.....\$ 68.70 35.57

CARP0056-009 08/01/2020

Rates Fringes

PILEDRIVERMAN.....\$ 49.07 35.57

CARP0336-005 03/01/2020

FRANKLIN COUNTY (Erving, Orange, North Orange, and Warwick)

Rates Fringes

CARPENTER.....\$ 42.40 29.10

CARP0336-010 03/01/2020

BERKSHIRE

Rates Fringes

CARPENTER.....\$ 42.40 29.10

CARP0336-012 03/01/2020

HAMPDEN; HAMPSHIRE; AND FRANKLIN (Remainder of County)

Rates Fringes

CARPENTER.....\$ 42.40 29.10

CARP1121-004 01/06/2020

Rates Fringes

MILLWRIGHT.....\$ 36.71 31.15

ELEC0007-002 06/28/2020

HAMPDEN (Except Chester & Holyoke); HAMPSHIRE (Belchertown,  
Ware)

	Rates	Fringes
ELECTRICIAN.....	\$ 44.01	24.67
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ELEC0007-003 06/28/2020		

BERKSHIRE; FRANKLIN; HAMPDEN (Chester, Holyoke); HAMPSHIRE  
(Except Belchertown, Ware)

	Rates	Fringes
ELECTRICIAN.....	\$ 44.01	24.67
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ENGI0098-007 12/01/2016		

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 33.68	23.96+A
Group 2.....	\$ 33.37	23.96+A
Group 3.....	\$ 33.15	23.96+A
Group 4.....	\$ 32.54	23.96+A
Group 5.....	\$ 29.92	23.96+A
Group 6.....	\$ 28.80	23.96+A
Group 7.....	\$ 26.86	23.96+A
Group 8.....	\$ 305.95	23.96+A
Group 9.....	\$ 230.69	23.96+A
Group 10.....	\$ 35.17	23.96+A
Group 11.....	\$ 38.18	23.96+A
Group 12.....	\$ 39.68	23.96+A
Group 13.....	\$ 40.68	23.96+A
Group 14.....	\$ 41.68	23.96+A
Group 15.....	\$ 43.18	23.96+A

HAZARDOUS WASTE PREMIUM \$2.00

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

Group 8 and Group 9 are per day wages.

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Shovels; crawlers and truck cranes including all tower; self-propelled hydraulic cranes 10 tons and over; draglines; clam shells; cableways; shaft hoists; mucking machines derricks; backhoes; bulldozers; gradalls; elevating graders; pile drivers; concrete pavers; trenching machines; front end loaders- 5 1/2 cu yds and over; dual drum paver; automatic grader-excavator(C.M.I. or equal); scrapers towing pan or wagon; tandem dozers or push cats(2 units in tandem); shotcrete machine; tunnel boring machine; combination backhoe/loader 3/4 cu yd hoe or over; jet engine dryer; tree shredder; post hole digger; post hole hammer; post extractor; truck mounted concrete pump with boom; roto-mill; Grader; Horizontal Drilling Machine; John Henry Rock Drill and similar equipment.

Group 2: Rotary drill with mounted compressor; compressor house (3 to 6 compressors); rock and earth boring machines (excluding McCarthy and similar drills); front end loaders 4 cu yds to 5 1/2 cu yds); forklifts-7 ft lift and over 3 ton capacity; scraper 21 yds and over (struck load); sonic

hammer console; reclaimers road planer/milling machine; cal tracks; ballast regulators; rail anchor machines; switch tampers, asphalt pavers; mechanic; welder and transfer machine.

Group 3: Combination backhoe/loader up to 3/4 cu yd; scrapers up to 21 cu yd (struck load, self propelled or tractor drawn); tireman; front end loaders up to 4 yds; well drillers; engineer or fireman on high pressure boiler; self-loading batch plant; well point operators electric pumps used in well point system; pumps, 16 inches and over (total discharge); compressor, one or two 900 cu ft and over; powered grease truck; tunnel locomotives and dingys; grout pumps; hydraulic jacks; boom truck; hydraulic cranes- up to 10 ton.

Group 4: Asphalt rollers; self-powered rollers and compactors; tractor without blade drawing sheepsfoot roller; rubber tire roller; vibratory roller or other type of compactors including machines for pulverizing and aerating soil; york rake.

Group 5: Hoists; conveyors; power pavement breakers; self-powered concrete pavement finishing machines; two bag mixers with skip; McCarthy and similar drills; batch plants (not self loading); bulk cement plants; self-propelled material spreaders; three or more 10 KW light plants; 30 KW or more generators; power broom.

Group 6: Compressor (one or two) 315 cu ft to 900 cu ft; pumps 4 inches to 16 inches (total discharge).

Group 7: Compressors up to 315 cu ft; small mixers with skip; pumps up to 4 inches; power heaters; oiler; A-frame trucks; forklifts-up to 7 ft. lift and up to 3 ton capacity; hydro broom; stud welder.

Group 8: Truck crane crews

Group 9: Oiler

Group 10: Master Mechanic

Group 11: Boom lengths over 150 feet including jib

Group 12: Boom lengths over 200 feet including jib

Group 13: Boom lengths over 250 feet including jib

Group 14: Boom lengths over 300 feet including jib

Group 15: Boom lengths over 350 feet including jib

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IRON0007-014 03/16/2020

BERKSHIRE (Becket, East Otis, Hinsdale, Monterey, New Marlboro, North Otis, Otis, Peru, Sandisfield, Savoy, Sheffield, Washington, Windsor); FRANKLIN; HAMPDEN; HAMPSHIRE

	Rates	Fringes
IRONWORKER.....	\$ 35.33	30.01

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IRON0012-003 07/01/2020

BERKSHIRE (Lee)

	Rates	Fringes
IRONWORKER.....	\$ 32.10	25.48

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IRON0012-004 07/01/2020

BERKSHIRE (Remainder of County)

	Rates	Fringes
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Ironworkers:		
Sheeter.....	\$ 32.35	25.48
Structural, Ornamental, Reinforcing, Fence Erector, Machinery Mover, Rigger, Rodman, Stone Derrickman.....	\$ 32.10	25.48

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LAB00022-002 06/01/2020

FRANKLIN (Orange, Warwick)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 34.06	25.72
GROUP 2.....	\$ 34.31	25.72
GROUP 3.....	\$ 34.81	25.72
GROUP 4.....	\$ 35.06	25.72
GROUP 5.....	\$ 34.31	25.72
GROUP 6.....	\$ 34.25	22.92

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders, plasterer tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator; jackhammer operator, pavement breaker, carbide core drilling machine, chain saw operator, barco type jumping tampers, concrete pump, motorized mortar miner, ride-on motorized buggy

GROUP 3: Air track operator; block paver; rammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Precast floor and roof, plank erector

GROUP 6: Asbestos Abatement, Toxic and Hazardous waste laborers

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LAB00473-005 06/01/2018

FRANKLIN (Except Orange and Warrick); HAMPDEN and HAMPSHIRE COUNTIES (with the exception of Chesterfield, Cummington, Goshen, Middlefield, Plainfield, and Worthington)

	Rates	Fringes
Laborers:		
Group 1.....	\$ 31.00	20.18
Group 2.....	\$ 31.25	20.18
Group 3.....	\$ 31.75	20.18
Group 4.....	\$ 32.00	20.18
Group 5.....	\$ 21.50	20.18
Group 6.....	\$ 31.00	20.18

LABORERS CLASSIFICATIONS

Group 1: Carpenter tenders, cement finisher tenders, laborers, wrecking laborers

Group 2: Asphalt rakers, fence and guard rail erectors, laser beam operator, mason tender, pipelayer, pneumatic drill operator, pneumatic tool operator, wagon drill operator

Group 3: Air track operator, block pavers, rammers, curb setters

Group 4: Blasters, powdermen

Group 5: Flaggers

Group 6: Asbestos abatement, toxic and Hazardous waste laborers

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LAB00473-006 06/01/2018

BERKSHIRE; HAMPSHIRE COUNTIES (the towns of Chesterfield, Cummington, Goshen, Middlefield, Plainfield, and Worthington only)

	Rates	Fringes
Laborers:		
Group 1.....	\$ 27.58	22.29
Group 2.....	\$ 27.83	22.29
Group 3.....	\$ 28.33	22.29
Group 4.....	\$ 28.58	22.29
Group 5.....	\$ 21.50	22.29
Group 6.....	\$ 28.58	22.29

LABORERS CLASSIFICATIONS

Group 1: Carpenter tenders, cement finisher tenders, laborers, wrecking laborers

Group 2: Asphalt rakers, fence and guard rail erectors, laser beam operator, mason tender, pipelayer, pneumatic drill operator, pneumatic tool operator, wagon drill operator

Group 3: Air track operator, block pavers, rammers, curb setters

Group 4: Blasters, powdermen

Group 5: Flaggers

Group 6: Asbestos abatement, toxic and Hazardous waste laborers

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LAB01421-002 06/01/2018

	Rates	Fringes
Laborers:		
Group 1.....	\$ 38.15	24.10
Group 2.....	\$ 38.90	24.10



Group 3.....	\$ 39.15	24.10
Group 4.....	\$ 34.15	24.10
Group 5.....	\$ 37.25	24.10
Group 6.....	\$ 38.15	24.10

- Group 1: Adzeman, Wrecking Laborer.
- Group 2: Burners, Jackhammers.
- Group 3: Small Backhoes, Loaders on tracks, Bobcat Type Loaders, Hydraulic "Brock" Type Hammer Operators, Concrete Cutting Saws.
- Group 4: Yardman (Salvage Yard Only).
- Group 5: Yardman, Burners, Sawyers.
- Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.

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PAIN0035-010 07/01/2019

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 32.33	26.35
Spray, Sandblast.....	\$ 34.03	27.00
REPAINT:		
Bridge.....	\$ 50.66	27.00
Brush, Taper.....	\$ 29.65	26.35
Spray, Sandblast.....	\$ 31.35	27.00

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\* PLUM0004-003 03/01/2021

FRANKLIN (Orange)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 47.85	26.92

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\* PLUM0104-004 03/17/2021

BERKSHIRE (Becket, Otis, Sandisfield); FRANKLIN (Except Monroe, Rowe, and the Western part of Charlemont); HAMPDEN; HAMPSHIRE

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.21	26.90

FOOTNOTE:

A. Two paid holidays, Independence Day and Labor Day, provided the employee has been employed seven days prior to the holiday by the same employer

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\* PLUM0104-009 03/17/2021

BERKSHIRE (Except Otis, Becket, Sandisfield); FRANKLIN (Monroe, Rowe and the Western part of Charlemont)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 43.21	26.90

FOOTNOTE FOR PLUMBERS & STEAMFITTERS:

A. Paid holidays: Independence Day and Labor Day, provided the employee has been employed seven days prior to the

holiday by the same employer.

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TEAM0379-001 08/01/2020

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 34.98	26.6325+A+B
Group 2.....	\$ 35.15	26.6325+A+B
Group 3.....	\$ 35.22	26.6325+A+B
Group 4.....	\$ 34.44	26.6325+A+B
Group 5.....	\$ 35.44	26.6325+A+B
Group 6.....	\$ 35.73	26.6325+A+B
Group 7.....	\$ 36.02	26.6325+A+B

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE  
TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE  
HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

- Group 1: Station wagons; panel trucks; and pickup trucks
- Group 2: Two axle equipment; & forklift operator
- Group 3: Three axle equipment and tireman
- Group 4: Four and Five Axle equipment
- Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment
- Group 6: Specialized earth moving equipment over 35 tons
- Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day

B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service

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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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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) (ii)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: MA20210006 01/01/2021

Superseded General Decision Number: MA20200006

State: Massachusetts

Construction Type: Heavy Dredging

Counties: Massachusetts Statewide.  
STATEWIDE

Massachusetts All Dredging, except self-propelled hopper dredges, on the Atlantic Coast & tributary waters emptying into the Atlantic Ocean.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
0                              01/01/2021

\* ENGI0025-001 10/01/2020

STATEWIDE

	Rates	Fringes
Dredging:		
CLASS A1.....	\$ 41.42	18.86+a+b
CLASS A2.....	\$ 36.91	18.86+a+b
CLASS B1.....	\$ 35.82	18.86+a+b
CLASS B2.....	\$ 33.72	18.86+a+b
CLASS C1.....	\$ 32.80	18.86+a+b
CLASS C2.....	\$ 31.74	18.86+a+b
CLASS D.....	\$ 26.37	18.86+a+b

CLASSIFICATIONS:

CLASS A1: Deck Captain; Mechanical Dredge Operator, Leverman, Licensed Tug Operator over 1000 HP.

CLASS A2: Crane Operator (360 swing).

CLASS B1: Derrick Operator (180 swing), Spider/Spill Barge Operator, Engineer, Electrician, Chief Welder, Chief Mate, Fill Placer, Operator II, Maintenance Engineer, Licensed Boat Operator, Licensed Crew Boat Operator.

CLASS B2: Certified Welder.

CLASS C1: Mate, Drag Barge Operator, Assistant Fill Placer, Welder, Steward.

CLASS C2: Boat Operator.

CLASS D: Oiler, Deckhand, Shoreman, Rodman, Scowman, Cook, Messman, Porter/Janitor.

INCENTIVE PAY: (Add to Hourly Rate)

Operator (NCCCO License/Certification) \$1.80 Licensed Tug Operator over 1000 HP (Assigned as Master) (USCG licensed Master of Towing Vessels (MOTV) \$1.80; Licensed Boat Operator (Assigned as lead boat captain) USCG licensed boat operator \$1.30; Engineer (QMED and Tankerman endorsement or licensed engineer (USCG) \$1.80 Oiler (QMED and Tankerman endorsement (USCG) \$1.80; All classifications (Tankerman endorsement only) USCG \$1.55; Deckhand or Mate (AB with Lifeboatman endorsement (USCG) \$1.80; All classifications (lifeboatman endorsement only (USCG) \$1.55; Welder (ABS certification) \$1.55

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day
- b. VACATION: Eight percent (8%) of the straight time rate, multiplied by the total hours worked.

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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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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) (ii)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is



based.

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION  
"



(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (Building or Work) \_\_\_\_\_ from the full \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 367; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

# CONTRACTOR FACT SHEET

Contract # \_\_\_\_\_

General Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Union

Section 3

MBE  WBE  Other \_\_\_\_\_

Please also indicate any subcontractors that will assist in completion of the contract scope:

Name of Subcontractor	Work Classification	Union (Y/N)	Section 3 (Y/N)	MBE (Y/N)	WBE (Y/N)	Other SDO Certifications (DBE, VBE etc.)

\_\_\_\_\_

AUTHORIZED OFFICIAL

DATE



## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(f)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program; but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be paid not less than the applicable wage rate on the wage determination. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, safety, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory); for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

Bill To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
 SPRINGFIELD, MA  
 01103

Requisition 22002753-00 FY 2022

Acct No:  
 26451811-580800-64516  
 Review:  
 Buyer: lpl  
 Status: Released

Vendor  
 GARDNER CONSTR & INDUSTRIAL SERVICES IN  
 47 OLIVINE ST

Ship To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE

CHICOPEE, MA 01013  
 USA  
 Tel#413-535-1500  
 Fax 9-1-413-536-0242

SPRINGFIELD, MA 01103  
 MGOONAN@SPRINGFIELDCITYHALL.COM

Delivery Reference  
 MICHAEL GOONAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/21	035612				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	PLEASE REFERENCE CONTRACT #20220014 RESILIENCY IMPROVEMENTS TO WATERSHOPS POND DAM	1.00	2448750.00000	2448750.00
	1 26451811-580800-64516		2448750.00	
Ship To COMMUNITY DEVELOPMENT 1600 EAST COLUMBUS AVE SPRINGFIELD, MA 01103 Delivery Reference MICHAEL GOONAN				

Requisition Link

Requisition Total 2448750.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
26451811-580800-64516	2448750.00	806116.33

\*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
Approved	08/12/21	Amanda Pham	Auto approved by: cak
Approved	08/12/21	Cathy Buono	
Approved	08/13/21	Hamediah Mohamed	Auto approved by: 107454
Approved	08/13/21	Sean Pham	
Approved	08/13/21	Christopher Fraser	Auto approved by: 107454

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LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/13/21 Jennifer Whisher	Auto	approved by: 107454	
Approved	08/13/21 Elyssa Parrish	Auto	approved by: 107454	
Approved	08/13/21 Erin Hand	Auto	approved by: 107454	
Approved	08/13/21 Thalia Mwanilelo	Auto	approved by: 107454	
Queued	08/13/21 Melanie Acobe	Auto	approved by: 107454	
Queued	08/13/21 Lindsay Hackett	Auto	approved by: 107454	
Queued	08/13/21 TJ Plante	Auto	approved by: 107454	
Pending	Lauren Stabilo	Auto	approved by: 107454	