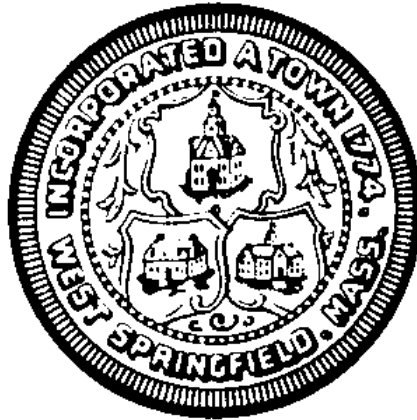


West Springfield, Massachusetts

Birnie Avenue Culvert Headwall Replacement



PROJECT MANUAL

Bid No. 20-0005

**Prepared by:
Purcell Associates
90 National Drive
Glastonbury, CT**

Sept 18, 2019

Bid Opening: October 16th, 2019 @ 10:00AM

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**DEPARTMENT OF PUBLIC WORKS
TOWN OF WEST SPRINGFIELD, MASSACHUSETTS
BID NO. 20-0005**

INVITATION FOR BIDS

The Town of West Springfield, Massachusetts, acting by and through its Department of Public Works, invites sealed bids for the proposed **“Birnie Avenue Culvert Headwall Replacement Project”**. Sealed bids will be received by the Director of Public Works, 26 Central Street, West Springfield, MA 01089 until 10:00AM on October 16th, 2019 at which time all bids will be opened and publicly read aloud.

Sealed bids must have an outer envelope endorsed with the name and business address of the bidder and marked as **“BID 20-0005 - Birnie Avenue Culvert”**.

The Birnie Avenue Culvert is located in the vicinity of 100 Birnie Avenue in West Springfield, MA and carries the Goldine Brook as it travels southerly towards the Connecticut River. The work under this bid includes removal and replacement of the existing deteriorated headwall and endwall, installation of rip-rap slope protection, replacing guardrail and installation of erosion control.

The contractor is responsible for the maintenance and protection of traffic and all associated costs. This includes police officer control and/or protection as required by the Town. The contractor is responsible for scheduling and coordination with the Town’s Police Department for any police protection.

Bidding documents may be obtained at the Town Website at the following link:
<http://www.townofwestspringfield.org/government/departments/finance/procurement-bids/bids>.

All bidders shall furnish with their Bid a bid guarantee in the form of a bid bond, certified check, treasurer’s check, or cashier’s check issued by a responsible bank or trust company, in the amount of 5% of the total amount of the bid and made payable to the Town of West Springfield, Massachusetts.

Performance and Labor and Material Payment Bonds in the amount of 50% of the Contract Price will be required of the successful bidder.

Wages are subject to Massachusetts minimum wage rates as per M.G.L. Chapter 149, Sections 26 to 27D inclusive.

The successful bidder will be required to furnish workmen’s compensation insurance, public liability insurance and a performance and payment bond, as set forth in the specifications.

Bidders must be pre-qualified by MassDOT in order to bid on this project (anticipated category Bridge-Culvert). An award will not be made to a Contractor who is not pre-qualified by the Department prior to the opening of proposals.

All bids for this project are subject to the provisions of General Laws, (Ter. ED.) Chapter 30, Section 39M, inclusive as amended. (Public Works Construction).

The Town of West Springfield reserves the right to waive any informality in or to reject any or all bids or to accept any bid which in their opinion, is in the public interest to do so.

DEPARTMENT OF PUBLIC WORKS

TOWN OF WEST SPRINGFIELD

BY:

Robert J. Colson, Director

Dates Published

09/18/2019 – Central Register
09/18/2019 – Springfield Republican
09/18/2019 – Commbuys

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. The term “Successful Bidder” means the lowest responsible Bidder submitting a responsive Bid to whom the TOWN (on the basis of the TOWN’s evaluation as hereinafter provided) makes an award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.1 Refer to the “Invitation for Bidders” for information on examination and procurement of documents.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the TOWN assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The TOWN, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer a license or grant for any other work.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment to perform the work, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if the Bidder is already obligated for the performance of other Work, which would delay the commencement, prosecution, or completion of the Work.
- 3.2 Bidders may be investigated by the TOWN to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of the TOWN’s request, additional written evidence of such information and data necessary to make this determination. The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure the Town that the Work will be completed in accordance with the terms of the Agreement. The TOWN reserves the right to reject any Bid if the evidence submitted by, or an investigation of such Bidder fails to satisfy the TOWN that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- 3.3 Bidders must fully complete the Bidder Information and References Form in Section 3 to be considered a responsive and responsible bidder for this Bid

- 3.4 Bidders must be pre-qualified by MassDOT in order to bid on this project. An award will not be made to a Contractor who is not pre-qualified by the Department prior to the opening of proposals. The anticipated category for pre-qualification is Bridge/Culvert.

ARTICLE 4 – EXAMINATION BY THE BIDDER

- 4.1 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
 - B. visit the Site, become familiar with and satisfy himself as to the general, local, and Site conditions that may affect cost, progress, or performance of the Work;
 - C. become familiar with and satisfy himself as to all federal, state and local Laws and Regulations that may affect cost, progress or performance of the Work;
 - D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified on the plans or in the Special Provisions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the drawings or Special Provisions;
 - E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the Work to be performed by the TOWN and others at the site that relates to the Work as indicated in the Bidding Documents;
 - H. correlate the information known to the Bidder, information obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

- I. promptly give the TOWN written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the TOWN is acceptable to the Bidder; and
 - J. determine that the Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance of the Work.
- 4.2 On request, the TOWN will provide the Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as the Bidder deems necessary for submission of a Bid. The Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that the Bidder has given the TOWN written notice of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in the Bidding Documents and the written resolutions thereof by the TOWN are acceptable to the Bidder and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.1 A non mandatory pre-bid conference will be held at 10:00AM on 10/07/2019 at the Municipal Office Building located 26 Central Street, West Springfield MA in the third floor conference. Following the pre-bid conference, potential bidders are invited to visit the project site located adjacent to the Goldine Brook in the vicinity of 100 Birnie Avenue, West Springfield, MA. Representatives of the Town of West Springfield will be in attendance to discuss the project and answer questions.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.1 All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the TOWN unless otherwise provided in the Bidding Documents.

ARTICLE 7 – INTERPRETATION AND ADDENDA

- 7.1 All questions concerning the meaning or intent of the Bidding Documents shall be submitted to the TOWN in writing to:

Connor M Knightly, Project Manager
Department of Public Works
26 Central Street
West Springfield, MA 01089
Phone: (413) 263-3249
FAX: (413) 734-9745

In order to receive consideration, the TOWN must receive questions at least five days prior to the date fixed for the opening of Bids. Interpretations or clarifications considered necessary by the TOWN in response to such questions will be issued by Addenda emailed to all parties recorded by the TOWN as having received the Bidding Documents not later than three days prior to the date fixed for the opening of Bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.2 Addenda may be issued to clarify, correct or change the Bidding Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 7.1
- 7.3 The Bidder must acknowledge receipt of each Addendum, if any, in the space provided on the Bid Form.

ARTICLE 8 – BID SECURITY

- 8.1 Bids must be accompanied by a Bid Security in the amount of 5% of the Bidder's maximum Bid price and in the form of cash, a certified check, treasurer's check or cashier's check issued by a responsible bank or trust company or a bid bond payable to the TOWN.
- 8.2 All Bid Securities of General Bidders, except those under consideration by the TOWN, will be returned within 5 days, excluding Saturdays, Sundays and legal holidays, after the opening of General Bids. Other Bid Securities will be returned upon the execution and delivery of the agreement. The Bid Security of the Successful Bidder will be retained until such bidder has executed the Agreement and furnished the required contract security, whereupon the bid security shall be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 5 days after the Notice of Award, the TOWN may void the Notice of Award and the Bid Security of that Bidder will be forfeited to the TOWN as liquidated damages for such failure.

ARTICLE 9 – CONTRACT TIME

- 9.1 The number of days within which, or the dates by which, the Work is to be:
- A. substantially completed, and/or

- B. completed and ready for final payment
as set forth in the Agreement (Contract and General Conditions).

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR EQUAL” ITEMS

- 11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or equal” item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the TOWN, application for such acceptance will not be considered until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the TOWN is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 – PREPARATION OF BID

- 12.1 A Bid must be made on the Bid Form included with this document. The Bid Form shall not be altered in any way. Each copy of the Bidding Documents contains a separate, unbound copy of the Bid Form to be used for submittal.
- 12.2 The Bid Form must be completed in ink. Blank spaces in the Bid Form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the prices for which it proposes to do each item of Work. Ditto marks shall not be used.
- 12.3 A Bidder shall execute its Bid as stated below.
 - A. A Bid by an individual shall show his name and official address.
 - B. A Bid by a partnership must be executed in the partnership name and signed by a partner accompanied by evidence of authority to sign. His title must appear under this signature and the official address of the partnership shall be shown.
 - C. A Bid by a corporation must be executed in the corporate name by an officer of the corporation and must be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested to by the secretary. The state of incorporation and the official corporate address shall be shown.
 - D. All names must be printed below the signature.
- 12.4 The Bid shall contain an acknowledgement of the receipt of all Addenda in the space provided on the Bid Form.
- 12.5 The address and telephone number to which communications regarding the Bid are to be directed shall be shown.
- 12.6 The following listed documents shall be submitted in addition to the Bid Form:

- A. Bid Security
 - B. Authorization to sign bid as described above.
- 12.7 In order to be considered for selection, the Bidder must submit a complete bid package in accordance with these Bidding Documents. Partial Bids will not be accepted.
- 12.8 Any deviations in completion of the Bid Form and accompanying documents from the instructions provided in this Article 12 may be cause for rejection of the Bid.

ARTICLE 13 – BASIS OF BID

13.1 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.
- B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

13.2 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

ARTICLE 14 – SUBMITTAL OF BID

14.1 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of the Bidder, and shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope plainly marked on the outside with the notation “20-0005 BID ENCLOSED”. A mailed Bid shall be addressed to the Department of Public Works, 26 Central Street, West Springfield, MA 01089

ARTICLE 15 – MODIFICATION OR WITHDRAWAL OF BID

15.1 Withdrawal Prior to Bid Opening

- A. A Bidder may withdraw his Bid before the time fixed for the opening of Bids by communicating this purpose in writing to the TOWN. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

15.2 Modification Prior to Bid Opening

- A. If a Bidder wishes to modify his Bid, he must withdraw his initial Bid in the manner specified in paragraph 15.1.A and submit a new Bid.

ARTICLE 16 – OPENING OF BIDS

16.1 Bids will be opened as indicated in the Invitation for Bidders and publicly read aloud.

16.2 In order to be considered for selection, Bids must arrive at the designated location on or before the date and time specified in the Invitation for Bidders. Bidders mailing their Bids should allow for normal mail delivery time to ensure timely receipt of their Bids by the TOWN.

- 16.3 Bids received by mail or otherwise after the time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.
- 16.4 No responsibility will attach to the TOWN, or its employees for premature opening of a Bid not properly addressed and identified in accordance with the Bidding Documents.

ARTICLE 17 – DISQUALIFICATION OF BIDDERS

- 17.1 More than one Bid for the same Work from an individual, a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

ARTICLE 18 – BIDS TO REMAIN OPEN

- 18.1 All Bids will remain open subject to acceptance for the period of time stated in the Bid Form, but the TOWN may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

ARTICLE 19 – AWARD OF CONTRACT

- 19.1 The contract will be awarded to the lowest responsible and qualified bidder. Determination of the low bidder will be based upon the BASE BID.
- 19.2 The TOWN reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.
- 19.3 The TOWN reserves the right to reject any Bid not accompanied by specified documentation and Bid Security.
- 19.4 The TOWN reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.
- 19.5 The TOWN reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 19.6 In evaluating Bids, the TOWN will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.7 In evaluating Bids, the TOWN will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of

Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

- 19.8 The TOWN may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.9 If a contract is to be awarded, it will be awarded to the lowest responsible and responsive Bidder who has neither been disqualified nor rejected pursuant to Article 17 or this Article 19.
- 19.10 Contents of the Bid of the Successful Bidder will become part of any contract awarded.

ARTICLE 20 – CONTRACT SECURITIES

- 20.1 Performance and Labor and Materials (Payment) bonds shall be furnished by the Successful Bidder on the forms provided in the Project Manual. The amounts of and other requirements for Performance and Payment Bonds are stated in Article 5 of the General Conditions. Performance and Payment Bonds submitted shall be posted by a recognized surety company having a place of business in the Commonwealth of Massachusetts. All Performance and Payment Bonds signed by an agent must be accompanied by a certified copy of the authority to act. Additional requirements may be stated in the General or Supplementary Conditions.
- 20.2 The Successful Bidder shall, within 5 days from the date of the Notice of Award, deliver to the TOWN, for review and approval, the Performance Bond and the Payment Bond he proposes to furnish at the time of execution of the Agreement.
- 20.3 When the Successful Bidder delivers the executed Agreement to the TOWN, the Agreement shall be accompanied by the required contract securities.

ARTICLE 21 – CONTRACT INSURANCE

- 21.1 The requirements for insurance to be provided by the Successful Bidder are stated in Article 5 of the General Conditions and in the Supplementary Conditions.

ARTICLE 22 – EXECUTION OF AGREEMENT

- 22.1 When the TOWN gives a Notice of Award to the Successful Bidder, It shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the TOWN. Within ten days thereafter, the TOWN shall deliver one fully signed counterpart to the Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 23 – SALES TAXES

- 23.1 All materials provided under this Contract are exempt from the Sales and Use Taxes of the Commonwealth of Massachusetts. The tax exemption number will be provided to the Successful Bidder.

ARTICLE 24 – MASSACHUSETTS WAGE RATES

- 24.1 Minimum Wage Rates as determined by the Commissioner of the Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. The Wage Rate Determination is included in Part II of the Supplementary Conditions.
- 24.2 It is the responsibility of the Bidder before bid opening to request, if necessary, any additional information on Minimum Wage Rates for those tradesmen who are not covered by the applicable Wage Rate Determination, but who may be employed for the proposed Work under this Contract.

SUMMARY OF DOCUMENTS REQUIRED WITH BID PROPOSAL

The Contractor shall furnish the following items and/or documents with his sealed bid to avoid having his bid rejected for noncompliance. Other documents or certifications may be required to fulfill particular circumstances noted in the Project Manual and shall be included if required.

1. Signed bid proposal completely filled out as required.
2. Certified Check or Bid Bond in the amount of Five (5%) Percent of the Bid Price as bid security made payable to the Town of West Springfield.
3. Corporate Certificate duly authorized including Source of Authority.
4. Tax Certification Affidavit.
5. Collusion or Fraud Statement.
6. Acknowledgement of Addenda
7. Certificate of Compliance – Prevailing Wage Law
8. Labor Harmony and OSHA Training Certification
9. Bidder Information and References
10. Any Power of Attorney or other Certifications if required.
11. List of proposed equipment and description.
12. MassDOT Prequalification

END OF SECTION

Special Provisions

**SPECIAL PROVISIONS
WEST SPRINGFIELD, MA**

BIRNIE AVENUE CULVERT HEADWALL REPLACEMENT

SCOPE OF WORK

The work under this contract consists of installing a replacement headwall, endwall, and any associated improvement or replacement material. The work shall include furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work indicated in the project plans and in conformance with the plans and specifications.

All work done under this contract shall be in conformance with the applicable MASSACHUSETTS HIGHWAY DEPARTMENT *Standard Specifications for Highways and Bridges* dated 1988, the *Supplemental Specifications dated March 1, 2019*, the *2017 Construction Standard Details*, the *1990 Standard Drawings for Signs and Supports*; the *2009 Manual on Uniform Traffic Control Devices (MUTCD)* with *Massachusetts Amendments* and the latest edition of *American Standard for Nursery Stock*; the Plans and these Special Provisions.

WORK SCHEDULE

Work on this project is restricted to a normal eight-hour day, five-day week, with Prime Contractor and all Subcontractors working on the same shift. No work shall be done on all existing roadway area of the project between the hours of 6:30A.M. to 9:00A.M. and 3:30P.M. to 6:00P.M. Work shall be permitted in areas outside and off the roadway during these periods.

No work shall be done on this contract on Saturdays, Sundays or Holidays. Work will not be allowed the day before or the day after a long weekend, which involves a Holiday without prior approval, by the Town.

The Contractor shall give notice to the Engineer at least 48 hours in advance of beginning any work affecting maintenance to traffic, where work affects any street in use by the public. The Contractor shall not proceed with surfacing operations without specific notice to and approval of the Engineer.

ARCHITECTURAL ACCESS BOARD TOLERANCES

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations and standards.

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

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

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

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

UTILITY COORDINATION, DOCUMENTATION, AND MONITORING

A. GENERAL

Utility coordination is a critical aspect to this Contract. This section defines the responsibility of the Contractor and the Town, with regard to the initial utility relocation plan and changes that occur as the prosecution of the Work progresses. The Town Engineer or their representative, with assistance from the Contractor shall coordinate with Utility companies that are impacted by the Contractor's operations. To support this effort, the Contractor shall provide routine and accurate schedule updates, provide notification of delays, and provide documentation of the steps taken to resolve any conflicts for the temporary and/or permanent relocations of the impacted utilities. The Contractor shall provide copies to the Town Engineer or their representative of the Contractor communication with the Utility companies, including but not limited to:

- Providing advanced notice, for all utility-related meetings initiated by the Contractor.
- Providing meeting minutes for all utility-related meetings that the Contractor attends.
- Providing all test pit records.
- Request for Early Utility work requirements of this section (see below).
- Notification letters for any proposed changes to Utility start dates and/or sequencing.
- Written notification to the Town Engineer or their representative of all apparent utility delays within seven (7) Calendar Days after a recognized delay to actual work in the field – either caused by a Utility or the Contractor.
- Any communication, initiated by the Contractor, associated with additional Right-of-Way needs in support of utility work.
- Submission of completed Utility Completion Forms.

B. PROJECT UTILITY COORDINATION SCHEDULING

The utility scheduling and sequence information shall be considered in the Contractor's construction scheduling. This information shall be considered in developing the Contractor's bid prices, inclusive of the individual utility durations sequencing requirements, and any work requiring concurrent utility installations.

C. UTILITY DELAYS

The Contractor shall notify the Town Engineer or their representative upon becoming aware that a Utility owner is not advancing the work in accordance with the approved utility schedule. Such notice shall be provided to the Town Engineer or their representative no later than seven (7) calendar days after the occurrence of the event that the Contractor believes to be a utility delay. After such notice, the Town Engineer or their representative and the Contractor shall continue to diligently seek the Utility Owner's cooperation in performing their scope of Work.

In order to demonstrate that a critical path delay has been caused by a third-party Utility, the Contractor must demonstrate, through monthly Progress Schedule submissions and the supporting contract records associated, that the delays were beyond the control of the Contractor.

All documentation provided in this section is subject to the review and verification of the Town Engineer or their representative and, if required, the Utility Owner.

D. LOCATION OF UTILITIES

The locations of existing utilities are shown on the Contract drawings as an approximation only. The Contractor shall perform a pre-construction utility survey, including any required test pits, to determine the location of all known utilities no later than thirty (30) calendar days before commencing physical site work in the affected area.

E. POST UTILITY SURVEY – NOTIFICATION

Following completion of a utility survey of existing locations, the Contractor will be responsible to notify the Town Engineer or their representative of any known conflicts associated with the actual location of utilities prior to the start of the work. The Town Engineer or their representative and the Contractor will coordinate with any utility whose assets are to be affected by the Work of this Contract.

F. MEETINGS AND COOPERATION WITH UTILITY OWNERS

The Contractor shall notify the Town Engineer or their representative in advance of any meeting they initiate with a Utility Owner's representative to allow The Town or their representative to participate in the meeting if needed.

Prior to the Pre-Construction Meeting, the Contractor should meet with all Utility Owners who will be required to perform utility relocations. The Contractor shall copy the Town Engineer or their representative on any correspondence between the Utility Owner and the Contractor.

G. ACCESS AND INSPECTION

The Contractor shall be responsible for allowing Utility owners access to their own utilities to perform the relocations and/or inspections. The Contractor shall schedule their work accordingly so as not to delay or prevent each utility from maintaining their relocation schedule.

For use on projects that don't have either Item 464.5 or Item 453. in the contract.

NOTICE TO OWNERS OF UTILITIES

Written notice shall be given by the Contractor to all public service corporations owning or having charge of publicly or privately owned utilities of their intention to commence operations affecting such utilities at least one week in advance of the commencement of such non-emergency operations and the Contractor shall at that time file a copy of such notice with the Town Engineer or their representative.

The following website lists the names and addresses of the utilities may be affected, but the completeness of the list is not guaranteed:

<https://hwy.massdot.state.ma.us/webapps/utilities/select.asp>

Select: District 2

Select: West Springfield, and then locate the utility

Following are the names and owners and representatives of the principal utilities, as well as Town contacts, but the completeness of the list is not guaranteed:

West Springfield

James J. Czach, P.E., Town Engineer
Town of West Springfield
26 Central Street, Suite 17
West Springfield, MA 01089
(413) 263-3244

Bryan Meccariello
Columbia Gas of Massachusetts
2025 Roosevelt Avenue
Springfield, MA 01101
bjmeccariello@nisource.com

Michael Rosenburg
Eversource Electric West
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DESIGNER/PROJECT MANAGER

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TOWN OF WEST SPRINGFIELD
Department of Public Works
Connor M. Knightly, Project Manager
413-263-3249

PROTECTION OF UTILITIES AND PROPERTY

(Supplementing Subsection 7.13 of the MassHighway Standard Specifications for Highways and Bridges – 1988 et. al. revisions)

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall, at his/her expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal Departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his/her own expense, of any damage to such structures caused by his/her acts or neglect and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Town, furnish labor and equipment to work temporarily under the Owner's direction in providing access to the utility. Pipes or other structure damaged by the operation of the Contractor may be repaired by the Town or by the utility owner who suffers the loss. The cost of such repairs shall be borne by the Contractor. If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Town, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Town will, as soon thereafter as it reasonable can, cause the position of the utilities to be changed or take such other actions as it deems suitable and proper.

If live service connections are to be interrupted by excavation of any kind, the Contractor shall not break the service until new services are provided.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

PRECAUTIONS UNDER ELECTRIC LINES

The bidder's attention is directed to the U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Standard Number 1926.1408 - Power line safety (up to 350 kV)-equipment operations, relating to construction equipment clearances at overhead electric lines: <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.1408>

For the protection of personnel and equipment, the Contractor should be aware of this regulation.

The Contractor is required to visit to become familiarized with the site conditions and account for the presence of the overhead wires in their construction methods and pricing of associated work items. The Contractor is required to coordinate with the applicable power companies and agencies having jurisdiction of the utility poles in the applicable areas of the project.

The Contractor may be required to provide shielding of power cables during certain work operations. Where the nature of the work requires power shut downs, the Contractor shall liase with the power company and the Town Engineer or their representative to schedule the work. All necessary site visits and coordination with the electric companies and/or the Town Engineer or their representative, as described above shall be considered incidental to the various items of work in this Contract, and no additional compensation shall be made to the Contractor.

For use on all projects that do NOT have an Engineers Field Office.

PROTECTION OF UNDERGROUND FACILITIES

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

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. Contact the Dig Safe Call Center by dialing 811 or 1-888-344-7233 or online at www.digsafe.com.

DRAINAGE

All existing drainage pipes and structures within the limits of this Contract shall be cleaned of debris by the Contractor at the start of Work and shall be left in a clean and operable condition at the completion of the work. It shall be the Contractor's responsibility to maintain drainage functioning properly in the areas under construction. This work shall be considered incidental to the various items of work under this Contract, and no additional payment made to the Contractor.

JOINTS

(Supplementing Subsection 460.65 of the MassHighway Standard Specifications for Highways and Bridges – 1988 et. al. revisions)

The application of hot poured rubberized asphalt sealer, where required in accordance with Subsection 460.65 of the Supplemental Specifications, shall be considered incidental to the work included under Item 460.

PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK

(Supplementing Subsection 8.03 of the MassHighway Standard Specifications for Highways and Bridges – 1988 et. al. revisions)

The Contractor shall schedule his/her operations to minimize interruption to the normal flow of traffic at all time during the period of time required for the completion of the work. Only one-half of the roadway may be closed to traffic at any given time unless authorized by Town.

Attention is further directed to the following provision unless otherwise authorized by Town.

1. During the hours of 9:00 AM to 3:30 PM, traffic shall be maintained within the construction areas in conformance with the most recent version of the Manual on Traffic Control Devices (MUTCD), as amended.
2. During other than working hours, all existing roadway surfaces shall remain available for vehicle travel
3. Temporary traffic control devices and signs not being used shall be remove from the roadway and roadway clear zone. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall always be kept clean and legends shall be distinctive and unmarred.
4. No detouring traffic will be allowed.

The Contractor shall close off the construction area completely by using temporary chain-link fence. The fence shall have gates to permit the Contractor's personnel and equipment access to the site. Should the Contractor provide openings for access/egress to the work area through sections of temporary concrete barrier runs, the Contractor shall be responsible to ensure that no barrier or fence blunt ends are exposed to vehicular traffic unless temporary impact attenuation approved by the Town Engineer or their representative has been provided to protect the traveling public from said blunt ends.

At the end of each work day, the Contractor shall verify that no openings in the fence are present, and that all gates are chained and padlocked. If the fence is vandalized or damaged by any means, the Contractor shall be responsible for replacing such by end of same workday, to the Engineer's satisfaction.

Roadways not affected by the culvert construction shall always remain open to traffic during the period required for the completion of work, unless otherwise shown on the Plans or required by the Town Engineer or their representative.

The Contractor shall order all materials and service required for the work immediately after the NTP. Within 15 days after receipt of approved shop drawings for any item, the Contractor shall provide the Town written proof that the approved materials have been ordered. The Contractor shall not start an operation until all materials required for that operation are at the site or until the Town Engineer or their representative is satisfied that the materials will be delivered in such order that there will be no interruption to the continuous and efficient progress for that operation.

The Contractor shall establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. Traffic control and safety devices required only during working hour operations shall be removed at the end of each working day. The Contractor is responsible for the maintenance and protection of traffic and all associated costs. This includes police officer control and/or protection as required by the Town. The contractor is responsible for scheduling and coordination with the West Springfield Police Department for any police details required.

PUBLIC SAFETY AND CONVENIENCE

(Supplementing Section 7.09 of the MassHighway Standard Specifications for Highways and Bridges – 1988 et. al. revisions)

The Contractor's attention is directed to the fact that the work of this project is to be performed on streets, which are utilized by pedestrians and cyclists, as well as motor vehicles. The Contractor shall be responsible for the installation of adequate precautions and other measures and controls deemed necessary by the Town for the public and Contractors' personnel. Any motor vehicle equipment not protected by traffic cones or flares that are working on a public way under this project shall have one amber flashing warning light mounted on the cab roof or on the highest practical point of the motor vehicle. This light shall be in operation while the motor vehicle is so working.

This project shall require temporary pedestrian management and guidance throughout the project limits and around construction work areas for the duration of the project. The cost for providing all temporary pedestrian management and guidance shall be considered incidental to Item 851., Safety Controls for Construction Operations.

RESPONSIBILITY AND DISPOSAL OF SURPLUS EXCAVATED MATERIAL

All surplus materials from this project not needed for reuse on the project, as determined by the Town or their representative, shall be properly and legally disposed of by the Contractor outside and away from the limits of the project. Payment of this work shall be considered incidental to the various items of work in this Contract, and no additional payment shall be made to the Contractor.

ORDERING OF MATERIALS AND DRAWINGS

The Contractor shall provide to the Town or their representative, within the 10 days of receipt of the Contract, written evidence that:

1. They have ordered the shop drawing for the materials for which shop drawings are required on the subject Contract; and,
2. He/she has ordered the Traffic Control Devices for which shop drawings are not required on the subject Contract.

The Contractor shall further provide the Town written evidence within 30 days of receipt of the Contract that these orders have been confirmed in writing by the manufacturer with delivery date appropriate for timely completion of the project. These confirmations of orders will become part of the project records.

Failure to comply within any of the ordering requirements shall nullify a request for extension of the project completion date because of later delivery of signal control devices or castings.

PROPERTY BOUNDS

The Contractor shall exercise due care when working around all property bounds. Should any damage result from the actions of the Contractor, it shall be replaced and/or realigned by the Contractor as directed by Town. No further compensation will be due the Contractor for the materials and labor required to re-establish the bound in its proper orientation.

INSPECTION OF WORK

(Supplementing Subsection 5.09 of the MassHighway Standard Specifications for Highways and Bridges – 1988 et. al. revisions)

For the purpose of observing work that affects their respective properties, inspectors for the municipality, public agencies, utility companies and the project designer, shall be permitted access to the work, but all official orders and directives to the Contractor will be issued by the Town or their representative.

PROCEDURES FOR SHOP DRAWING SUBMITTALS

The following procedure shall be followed when making shop drawings submittals for this project:

1. The Prime Contractor shall submit three sets of drawings directly to the Project Designer for preliminary review. Shop Drawings submitted in electronic form (via email) may be acceptable if agreed to by the Project Designer.
2. The Project Designer will review the submittal and send a written reply electronically to the Prime Contractor within five (5) working days of receipt of the drawings, unless

additional review time is otherwise specified in these provisions. The Project Designer may respond in electronic format (via email) or may provide two (2) hardcopies sets to the Prime Contractor.

3. If the Project Designer indicates rejection, or advises corrections, or addition, to the drawings, steps 1 and 2 are repeated until the Project Designer approves the submittal.
4. Upon approval, the Project Designer will distribute 2 sets of approved Shop Drawings to the Town Engineer or DPW Director, as applicable, and 2 sets to the Contractor. The Town and Contractor may opt to receive electronic format responses if they prefer.

The Contractor shall not receive payment for, nor will they be allowed to install any item or materials which require shop drawing approval for that item with an approval stamp/signed placed thereon.

The following is a partial list of items and materials that required shop drawing approval. Along with each item is a list of certain information, which shall be clearly marked on the shop drawing or submittal.

Highway Guardrail & End Treatments – Certified Test Report and Materials Certificate.

Highway guardrail materials shall be by suppliers listed on MassDOT Steel Beam Highway Guard Suppliers (M8.07.0)List.

Drainage Structures and Pipes – Catalog cut details and materials specifications

Temporary Earth Support System – Design Drawings and Calculations; stamped by MA PE. (10 working days reviews allowed for each submittal)

Temporary Traffic Control Plan (TTCP) – Design Drawings or Sketches; stamped by MA PE. See Item 851., Safety Controls for Construction Operations for requirements (10 working days reviews allowed for each submittal)

Gravel Borrow – Certified Test Report and Materials Certificate.

Hot Mix Asphalt – Certified Test Report and Materials Certificate.

Loam Borrow – Certified Test Report and Materials Certificate.

Seeding – Certified Test Report and Materials Certificate.

Within 15 days after receipt of an approved shop drawing for any item, the Contractor shall provide the Town written proof that they have ordered such approved materials required on the subject contract and a written confirmation of such order and delivery schedule from the manufacturer of the item. This delivery schedule shall be appropriate for the timely completion of this project.

HANDLING OF HAZARDOUS MATERIALS

Asbestos-Containing Materials

The Contractor is advised of asbestos-containing materials (ACM) is required to be removed as part of this project. Item 182.2, Removal of Asbestos, is included in this Contract, as described later in these provisions. It is also the Contractor's responsibility to evaluate all underground utility conduit that will be impacted (cut, crushed, disposed of, etc.) for the potential for ACM as part of the project.

ORDER OF CONDITIONS

The work under this project is subject to the Massachusetts General laws, Chapter 131, Section 40 as amended, and has been issued an Order of Conditions (“Order”) by the West Springfield Conservation Commission. The Order and Notice of Intent are to be considered part of this contract and a copy of the Order and all plans/attachments shall be on-site while activities regulated by the Order are being performed. **The Contractor is hereby notified that they will be responsible and held accountable for performing any/all work necessary to satisfy and comply with the Order and Notice of Intent, relative to this Culvert Replacement Project, as shown and described in the Contract Documents.** If required, the hiring and paying for services of a Professional Biologist, Botanist, Wetland Scientist, Engineer, Landscape Architect, etc.; preparation and submission of as-built plans; environmental monitoring reports, etc., shall be provided by the Contractor without additional compensation, but shall be considered incidental to the other contract unit prices under this Contract, unless specifically provided for separately under its own respective item.

With respect to General Condition #10, the DEP sign required shall be manufactured, installed, reset, and removed, at no additional compensation.

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION FILE NUMBER SIGN

This project is subject to Massachusetts General Laws, Chapter 131, Section 40 as amended. Signs shall be in accordance with the latest MassDOT Construction Standards. All costs for the manufacture, erection, maintenance, moving, and removal of the signs shall be absorbed by the contractor with no additional compensation other than the contract unit prices.

For this project the Massachusetts Department of Environmental Protection File Number is:
MassDEP File #:330-0355

For this project the Massachusetts Department of Environmental Protection File Number is
WE 087-0624

ENVIRONMENTAL PERMITTING

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

ITEM 127.1. **REINFORCED CONCRETE EXCAVATION** **CUBIC YARD**

The work under this Item shall conform to the relevant provisions of Section 112 of the Standard Specifications and the following:

Work under this Item shall include the complete demolition, removal, and satisfactory disposal of the existing culvert headwalls containing steel reinforcement, to the limits shown on the Plans and as required by the Town Engineer or their representative. If steel reinforcement is not present in the concrete removed, then the concrete excavation shall be paid for either under Item 141. or Item 144., as applicable. The Town does not guarantee or represent that the culvert materials will coincide with any descriptions contained herein or represented on the Plans. The Contractor must visit the project site prior to submitting bids to get familiar with the scope of work and existing conditions.

The Contractor will make their own investigation of the culvert walls and foundations to be demolished. No increase will be made to the bid price due to the nature of the materials involved in the demolition. All costs for permits, dump fees, special handling of hazardous materials, etcetera, shall be included in the bid price of the demolition item. All materials removed under this Item shall be properly disposed of in accordance with the Standard Specifications and these Special Provisions.

The Contractor shall locate and protect from damage all existing utilities. The Contractor shall contact utility companies to verify existing utilities and locations and coordinate proposed utility locations prior to demolition and construction. The Contractor shall obtain all necessary permits, coordinate with the utility owners the relocation of all utilities from the existing bridge onto the new bridge, and make all required submittals under this Item prior to beginning any demolition work.

1937 Plans (showing the proposed headwalls; now existing) of the culvert headwalls are available upon request.

The Contractor shall take into consideration their proposed method of demolition, including demolition sequence, equipment, tools, procedures, etc., when preparing their required Temporary Traffic Control Plan (TTCP) Submittal, required under Item 851., Safety Controls for Construction Operations.

MEASUREMENT AND PAYMENT

The work described under this item will be measured and paid for at the contract unit price per Cubic Yard and shall include all labor, tools, equipment, materials, testing, loading, transportation, approvals, permits, and incidental work necessary for the completion of the work including any hazardous material costs. No additional compensation shall be made if the materials or work provided is different than that inferred or described herein or shown on the Plans.

ITEM 141. **CLASS A TRENCH EXCAVATION** **CUBIC YARD**

The work to be done under this item shall conform to the relevant provisions of Section 140 of the Standard Specifications and the following:

General

Class A Trench Excavation shall include methods for Control of Water, as specified under Subsection 140.60. The Contractor is advised that the work to be performed under this item shall conform to the environmental permits associated with this Contract. The Contractor shall make their own investigations prior to bidding to determine how best to accomplish the control of water during the required work to be done. This work shall be done within the limits of the Contract Drawings and Notice of Intent Order of Conditions (OOC) and their associated requirements and conditions. The Order of Conditions, MassDEP File #:330-0355 shall be considered part of this Contract.

In addition to the requirements described under Subsection 140.60, measures to control the discharge of pollutants into water resource areas shall include, but not be limited to the following:

- Construction staging areas shall be sited outside of the resource areas and resource buffer zones. Work that is required within the resource areas shall be scheduled to avoid periods of high flood (e.g., spring floods) and inclement weather.
- Installation and continuous maintenance of erosion control shall be provided to avoid migration of sediment into adjacent downstream resource areas. All discharge resulting from dewatering activities shall be directed to temporary sedimentation/retention basins located as necessary to control turbidity.

Upon completion of the work, the cofferdams, temporary sheeting, water barriers, and/or other water control items, etc., shall be removed from the site.

Method of Measurement and Basis of Payment

Measurement and Payment for Item 141., Class A Trench Excavation, shall be per Cubic Yard, which price shall include full compensation for all labor, tools, equipment, materials, and incidental to complete the work as described above and as required by the Town Engineer or their representative. Also included shall be any revisions to existing environmental permits, or new environmental permits, that may be required to conform to the Contractor's means and methods to complete the work under this item.

All erosion control measures shall be considered incidental to Item 141., unless otherwise paid for separately under other Contract items and that do not exceed the Contract quantities shown for those items.

ITEM 182.2

REMOVAL OF ASBESTOS

FOOT

The work shall include the removal and satisfactory disposal of existing asbestos. Material suspected to contain asbestos includes the existing 6 inch drainage scupper located on the east side of the roadway, at approximately Sta. 1+65 Right, currently used to drain rainwater runoff underground from the roadway gutter to the scupper outfall into Goldine Brook, with the scupper having a total length of approximately 20-25 feet.

It is the Contractor's responsibility to coordinate the timing and the necessary sequence of construction operations for the proper removal and disposal of the existing asbestos.

All asbestos material shall be removed and properly disposed of by a contractor or subcontractor with a current Massachusetts Abatement Contractors License issued by the Department of Labor and Industries. Work shall be supervised by a competent person as required by OSHA in 29 CFR 1926 to ensure regulatory compliance. This person must have completed a course at an EPA Training Center or equivalent course in asbestos abatement procedures, have had a minimum of four years on-the-job training and meet any additional requirements set forth in 29 CFR 1926 for a Competent Person. This person must also be certified by the Commonwealth as an Asbestos Abatement Supervisor and Asbestos Abatement Project Designer as required by 453 CMR 6.00.

Asbestos removal work shall be completed prior to performing any activities, which could disturb the asbestos material or produce airborne asbestos fibers.

Dust suppression in the form of light water sprays, foams, dust suppressants and calcium chloride must be implemented to control dusting during trenching and excavation. Intrusive activities may be reduced or curtailed under high wind or heavy rain conditions, if the Engineer deems continued operations to be safety hazard to the workers.

Notification and Permits

The Contractor shall prepare a formal pre-notification form at least ten (10) days prior to the start of asbestos removal work. This form must be submitted to the appropriate Regional Office of the Massachusetts Department of Environmental Protection, the U.S. Environmental Protection Agency Region I Air and Hazardous Material Division and the Engineer.

The Contractor shall submit to the Engineer the following listed items at least ten (10) calendar days prior to the start of asbestos work. No asbestos removal work activities shall commence until these items are reviewed by the Engineer.

1. Name, experience and DLI certification of proposed Supervisors and Foreman responsible for asbestos work.
2. Summary of workforce by disciplines and a notarized statement documenting that all proposed workers, by name, have received all required medical exams and have been properly trained and certified for asbestos removal work, respirator use and appropriate Massachusetts DLI, EPA and OSHA standards.
3. Notarized statement that workers are physically fit and able to wear and use the type of respiratory protection proposed for the project. Notarized certification signed by an officer of the abatement contracting firm that exposure measurements, medical surveillance and worker training records are being kept in conformance with 29 CFR 1926.
4. Written plan of action and standard operating procedures to include: location and layout of decontamination areas; sequencing of asbestos work; detailed schedule of work activities by date and interface with other project activities which affect work performance; methods used to assure safety and security; worker protection and exposure monitoring; contingency and emergency evacuation procedures; detailed description of methods to be employed to control pollution; waste handling procedures.

5. Written respiratory protection program specifying level of protection intended for each operation required by the project and details of daily inspection and maintenance elements.
6. Copies of the U.S. EPA, State and local asbestos removal pre-notification forms. If applicable, lists and copies of all permits, licenses, or manifests which will be applied for and used.
7. Name, location and applicable approval certificates for primary and secondary landfill for disposal of asbestos-containing or asbestos contaminated waste. Name, address and licenses number of hauler permitted to transport waste. (Submit copies of completed manifests upon disposal).

The Contractor must provide copies of daily inspection and record logs upon request of the Town Engineer or their representative, at any time during project. The information shall include, entry data, respirator inspections and maintenance, HEPA-exhaust inspections and maintenance and other work applicable activities or reports of accidents or unusual events.

Prior to starting any work, the Contractor shall also obtain any required asbestos removal permit(s) from the Town. A copy of the permit(s) must be provided to the Town Engineer or their representative, and posted at the work site.

The Contractor shall also obtain and pay all other applicable asbestos waste transportation and disposal permits, licenses and fees.

The operating procedure shall ensure the following:

1. Proper site security including posting of warning signs and restricting access to prevent unauthorized entry into the work spaces.
2. Proper protective clothing and respiratory protection prior to entering the work spaces.
3. Safe work practices including provisions for communications; exclusion of eating, drinking, smoking, or use of procedures or equipment that would in any way reduce the effectiveness of respiratory protection or other engineering controls.
4. Proper exit practices from the work space though the showering and decontamination facilities.
5. Removing asbestos containing material in ways that minimize release of fibers.
6. Packing, labeling, loading, transporting and disposing of contaminated material in a way that minimizes or prevents exposure and contamination.
7. Emergency evacuation of personnel, for medical or safety (fire and smoke) so that exposure will be minimized.
8. Safety from accidents in the work space, especially from electrical shocks, slippery surfaces and entanglements in loose hoses and equipment.
9. Provisions for effective supervision and OSHA - specified personnel air monitoring for exposure during work.

Method of Measurement and Basis of Payment

The work will be measured and paid for at the contract unit price per Foot measured along the section of each pipe that contains asbestos. The price shall include all costs to perform the work including but not limited to tools, labor, materials, removal and transportation of materials, disposal of materials, all disposal fees and all incidentals necessary to perform the work, as described above, and to the satisfaction of the Town Engineer or their representative.

ITEM 201. CATCH BASIN **EACH**

The work to be performed under this item shall conform to the relevant provisions of Section 201 and the following:

All new catch basin structures on this project shall be provided with “deep sumps” equal to 4 feet conforming to MassDOT Construction Standard plate E201.4.0. All outlets of new catch basin structures installed on this project shall be provided with hoods. The hoods shall be sized accordingly to match the dimension of the outlet pipe. The cost for the additional depth of the sump and outlet hoods shall be included in the unit bid price cost for Item 201.

Measurement and Payment

Item 201., Catch Basin, shall be measured and paid for at the Contract unit bid price per Each, which price shall include all labor, materials, tools, equipment, extra deep sumps, outlet hoods, transportation, excavation, backfill and incidentals necessary to do the work as described above and as required by the Engineer.

ITEM 222.3 FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD **EACH**

The work to be performed under this item shall conform to the relevant provisions of Section 201 and 220 and the following:

The Contractor shall furnish and install a heavy frame (8 inch depth) and a 24”x24” square hole grate, with the frame and grate manufactured for use together and made by the same manufacturer. For 3 flange frames, when used in conjunction with a granite curb inlet, the flange dimension shall be 34” x 30 5/16” (minimum). For 4 flange frames, when used without a curb inlet, the flange dimension shall be 34” square (minimum).

The Contractor shall follow the Shop Drawing Procedure detailed earlier in these Special Provisions. All frames and grates (or covers) shall conform to MassDOT’s Standard Specifications M8.03.0, from a manufacturer listed on the MassDOT’s Qualified Construction Materials List (QCML) and shall also be acceptable to the Town Engineer or their representative.

Measurement and Payment

Measurement and payment for Item 222.3, Frame and Grate (or Cover) Municipal Standard, shall be at the made per Each, complete in place, which price shall be full compensation for all labor, materials, transportation and all incidentals required to complete the work as described above and as required by the Town Engineer or their representative.

ITEM 657. TEMPORARY FENCE **FOOT**

The work under this Item shall conform to the relevant provisions of Section 650 of the Standard Specifications for Highways and Bridges and the following:

General

This work shall consist of the installation of a temporary construction fence at the work areas as indicated on the Plans or as required by the Town Engineer or their representative. The temporary fence shall be used to close off the construction work areas. When temporary fence is installed in conjunction with positive barrier installations adjacent to roadway facilities and other locations adjacent to motor vehicle operations, the fence shall be installed behind the barrier outside the area of deflection and shall not be installed on top of the barrier.

This work shall also consist on installation of a temporary construction fence when required by the Town Engineer or their representative to protect a row or continuous configuration of existing trees or plantings.

Construction Methods

The temporary fence shall be 6-foot-high when set on the ground, shall be of chain link construction, erected in a substantial manner, straight, plumb, and true as approved by the Town Engineer or their representative. Gates shall be built into the fence at such approved locations as required to allow access and egress to the work site.

Method of Measurement

Item 657., Temporary Fence, shall be measured per actual Foot of fence actually installed, complete in place, as shown on the plans or as required by the Town Engineer or their representative.

Basis of Payment

Item 657., Temporary fence, shall be paid for by the Contract Unit Bid Price Per Foot and shall be considered full compensation for furnishing, installing, relocating if necessary, maintaining, and removing from the site upon completion of the work, or when required by the Town Engineer or their representative. The Contractor shall not be compensated for any work necessary to maintain or realign the temporary fence or replace damaged sections of fence.

ITEM 698.4

GEOTEXTILE FABRIC FOR PERMANENT EROSION CONTROL

SQUARE YARD

The work to be done under this item shall conform to the relevant provisions of Subsection M9.50.0 and the following:

An underlying Geotextile Fabric, meeting M9.50.0 for Geotextile Fabric for Permanent Erosion Control, shall be placed under the proposed layer of crushed stone (Item 156.1, Crushed Stone For Bridge Foundations), as well as under the proposed layer of dumped riprap (Item 983.), where shown on the drawings, and where required by the Town Engineer or their representative.

The geotextiles shall be protected from exposure to the sunlight during transport and storage. After placement, the geotextile shall not be left uncovered for more than two (2) weeks.

Traffic or construction equipment will not be permitted directly on the geotextile. Either sewing overlapping shall join the geotextile sections. Sewn seams shall be lapped a minimum of 4 inches and double sewn. The thread used to sew the seam shall be nylon or polypropylene. Overlapped

seams shall have a minimum overlap of 18 inches, except where placed under water when the overlap shall be a minimum of 36 inches. All seams shall be subject to the approval of the Town Engineer or their representative.

Crushed Stone and Riprap shall not be dropped onto the geotextile for a height that causes damage. Geotextile that becomes torn or damaged shall be patched or replaced at the Contractor's expense. The patch shall exceed 36 inches beyond the perimeter of the tear or damage. The surface upon which the geotextile is to be placed shall be within reasonable conformance to the proposed grade. The geotextile shall be laid loosely, so that placement of the overlying material will not stretch or tear the geotextile.

Method of Measurement

Item 698.4, Geotextile Fabric For Permanent Erosion Control, shall be measured by the Square Yard for the actual surface area covered by the fabric, complete in place. Overlaps of fabric shall be considered incidental to this item and not measured for payment.

Payment

Item 698.4, Geotextile Fabric for Permanent Erosion Control, shall be paid for at the Contract unit price per Square Yard, complete in place, which price shall include all labor, equipment, material, transportation, and tolls necessary for a complete installation as specified above and as required by the Town Engineer or their representative. Sewing and overlapping shall be considered incidental to this item, and no additional compensation made therefore.

ITEM 767.12

COMPOST FILTER TUBES

FOOT

The work under this item shall conform to the relevant provisions of Section 751 and 767 of the Standard Specifications and the following:

This work shall include the furnishing and placement of a linear, compost-filled tube for the purpose of slowing the velocity of and filtering suspended sediments from storm water flow.

Materials

Material for the filter tubes shall be compost meeting M1.06.0, except that no manure or bio-solids shall be used. In addition, no kiln-dried wood or construction debris shall be allowed. Particle size analysis: 98% shall pass through a 3 inch (75mm) sieve; 30-50% shall pass 3/8 inches (10mm) sieve.

Tubes for compost filters shall be a minimum of 12 inches (300 mm), a maximum of 18" (450mm) in diameter. Tube material shall be a knitted mesh with 1/8" - 3/8" (3-10 mm) openings and made of 100% biodegradable (cotton, hemp or jute) materials. Additional tubes shall be used at the direction of the Engineer.

Stakes for anchors, if required, shall be nominal 2 x 2 stakes.

Construction Methods

Tubes of compost may be filled on site or shipped. Tubes shall be placed, filled and staked in place as required to ensure stability against water flows. All tubes shall be tamped to ensure continuous contact with the soil. Stakes shall not puncture compost tube fabric.

The Contractor shall ensure that the filter tubes function as intended at all times. Tubes shall be inspected after each rainfall and at least daily during prolonged rainfall. The Contractor shall immediately correct all deficiencies, including, but not limited, to washout, overtopping, clogging due to sediment, and erosion. The contractor shall review location of tubes in areas where construction activity causes drainage runoff to ensure that the tubes are properly located for effectiveness. Where deficiencies exist, such as overtopping or wash-out, additional staking or compost material shall be installed as directed by the Engineer. Contractor shall remove sediment deposits as necessary to maintain the filters in working condition. The functional integrity of filter tubes shall be maintained in sound condition at all times. Filter tubes that are decomposing, cut, or otherwise compromised shall be repaired or replaced as directed by the Town Engineer or their representative. At specific locations, such as at gully points, steep slopes, or identified failure points in the sediment capture line, compost filter tube may be reinforced by either staked hay bales and/or silt fence at the direction of the Engineer. Such reinforcing shall be incidental to the cost of this item and shall not exceed 10 percent of the overall length of compost filter tube required for the project.

Stakes shall be removed by the Contractor when site conditions are sufficiently stable to prevent surface erosion, and after receiving permission to do so from the Town Engineer or their representative. Biodegradable fabric and material shall be left in place to decompose on-site unless directed otherwise by the Engineer in urban or residential locations. In those instances, the Contractor shall rake out compost so that it blends evenly and is no greater than 1-2 inches in depth on soil substrate. Raked compost shall then be seeded with a mix appropriate to the surrounding vegetation.

Method of Measurement and Basis of Payment

Compost Filter Tubes will be measured and paid for by the Foot, installed, approved and maintained in place for the duration of the contract, which price shall include all labor equipment, materials and incidental costs required to complete the work. Repair and/or replacement of compost filter tubes, as required by the Town Engineer or their representative, shall be considered incidental to this item, unless caused by no fault of the Contractor, as determined by the Town Engineer or their representative.

ITEM 851. SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS - ALLOWANCE \$25,000.00

The work under this item shall conform to the relevant provisions of Section 850 of the Standard Specifications and shall be supplemented as follows:

General:

The work shall include furnishing, installing, and maintaining various traffic control devices for the protection of the traveling public and working personnel during construction operations as described below and as required by the Town.

Temporary Traffic Control Plan (TTCP) Submittals

At least 15 working days prior to implementation of each stage, or applicable sub-stages, the Contractor shall prepare and submit to the Town Engineer or their representative for approval, a TTCP Submittal prepared, stamped and signed by a Professional Engineer registered in the

Commonwealth of Massachusetts, and hired by the Contractor. The TTCP may either be in the form of Sketches or Drawings and shall show actual distances and dimensions (width and length, as applicable) of all travel lanes, shoulders, and associated tapers. The TTCP shall show all required traffic control devices to be utilized during each stage of construction. The TTCP shall be in conformance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

The approval of the Contractor's TTCP Submittal shall not relieve the Contractor of their responsibility to meet the requirements of the MUTCD when it is implemented at the site.

The TTCP shall show the method and traffic control devices proposed for channelizing traffic flow along the roadway during construction activity. At the end of each day, all equipment and traffic control devices not necessary to remain in place overnight shall be removed from the work area and roadway. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall always be kept clean and legends shall be distinctive and unmarred.

The Contractor's TTCP shall indicate the traffic routing through the site proposed by the Contractor during each stage of the work. The Contractor shall always maintain access to abutting properties throughout the duration of the Contract, which shall be noted on the TTCP. The Contractor shall schedule their operations to minimize interruption to the normal flow of traffic at all time during the period required for the completion of the work. During daily construction activities, a maximum of one lane of the roadway may be closed to traffic at any given time, unless otherwise authorized by the Town. Lane closures shall not remain overnight, and two travel lanes (one in each direction) shall remain in service overnight unless otherwise authorized by the Town. No detouring traffic will be allowed unless otherwise authorized by the Town. The contractor is responsible for scheduling and coordination with the West Springfield Police Department for Police Details that may be required as part of the Contractor's TTCP. No Contract work shall commence prior to the traffic control plan's approval.

Method of Measurement and Basis of Payment

Item 851., Safety Controls for Construction Operations shall be measured and paid for at the Contract unit price bid per ALLOWANCE (\$25,000.00), which price shall be full compensation for all labor, materials, tools, installation, placement of traffic control devices, relocating traffic control devices, repair and replacement of traffic control devices, and final removal of all temporary traffic control devices required to implement project-wide safety controls for construction operations throughout the duration of this Contract. Some of the temporary traffic control items that may be required include, but are not limited to:

- channelizing devices (i.e. reflectorized drums and/or traffic cones)
- positive barrier protection (i.e. temporary concrete barriers)
- portable breakaway barricades
- arrow boards
- pavement markings
- pedestrian guidance systems
- truck mounted attenuator
- impact attenuators

- illumination for work zone
- portable changeable message board

Also included for payment under Item 851. ALLOWANCE price is the hiring and professional services of a Professional Engineer, registered in the Commonwealth of Massachusetts for the preparation and submittal of a TTCP as described above.

Payment for Police Details shall be measured and paid for separately under Item 999.1 and may be invoiced by the Town of West Springfield Police Department directly to the Town of West Springfield Department of Public Works (DPW), unless otherwise required by the Town of West Springfield DPW.

Payment for Safety Signing for Traffic Management shall be measured and paid for separately under Item 852.

ITEM 874.2 **TRAFFIC SIGN REMOVED AND RESET** **EACH**
Work under this Item shall conform to the applicable provisions of Section 850 of the Standard Specifications and the following:

The work shall consist of removing and resetting existing signs and supports. Prior to removing and resetting of each sign, the Contractor shall verify with the Town Engineer or their representative, whether or not each individual sign shall be removed and reset.

The Town Engineer or their representative shall determine in the field the exact location for the reset sign. Signs and attached hardware shall be carefully removed from their supports. The supports and existing foundations to be removed shall be removed to a depth of at least 6 inches below the existing ground and the holes backfilled with gravel. The surface shall be patched with a material to match the existing ground or as directed by the Engineer.

The work includes dismantling, loading, transporting and resetting signs and supports as designated above, the excavating and disposal of the existing foundation and the supplying and placing of compacted gravel backfill where foundations and posts are removed, and the patching of the existing surface, including all labor, material and incidentals to complete the work as shown on the Contract Drawings and as required by the Engineer.

If signs are attached to existing light poles, utility poles or traffic poles, only the sign and attached hardware shall be removed and reset.

Method of Measurement

Each sign removed and reset, including labor, material and equipment will be measured per Each, for the actual number of signs removed and reset.

Basis of Payment

Item 874.2, Traffic Sign Removed and Reset, shall be paid at the Contract unit price per Each, installed complete in place, which price shall include full compensation for furnishing all labor, tools, materials, equipment and incidentals, and for doing all the work, involved in removing and resetting.

The Contractor shall only be compensated for those signs approved for either removal and resetting, or removal and disposal. Any signs to be removed and determined by the Town Engineer or their representative as being unsuitable for reuse, shall become the property of the Contractor, and disposed of by the Contractor. Signs removed and designated for disposal shall be measured as one unit for payment under this item, and the Contractor compensated accordingly.

New posts shall be paid for under Item 847.1, SIGN SUPPORT (N/GUIDE)+RTE MKR W/1 POST ASSEMBLY – STEEL

ITEM 901. **4000 PSI, 1.5 IN., 565 CEMENT CONCRETE** **CUBIC YARD**

ITEM 910.1 **STEEL REINFORCEMENT FOR STRUCTURES -** **POUND**
EPOXY COATED POUND

The work under these items shall conform to the relevant provisions of Section 900 and the following:

Method of Measurement

Measurement for Item 901., 4000 PSI, 1 ½ inch, 565 Cement Concrete shall be measured by the Cubic Yard, complete in place.

Measurement for Item 910.1, Steel Reinforcement for Structures - Epoxy Coated, shall be measured by the Pound, complete in place.

Basis of Payment

Payment under these items shall include compensation for all necessary labor, equipment, and materials to complete the work as shown on the Plans and as required by the Engineer.

Weepholes, crushed stone for weepholes, membrane waterproofing, cement blocks, waterstops, preformed or pre-molded filler, closed cell foam, joint sealer, and all other materials (complete in place) at construction joints, and all other worked considered as incidental to the work involved in furnishing and placing concrete wall, for which payment is not provided elsewhere in the contract, shall be considered as included in the unit price per Cubic Yard of concrete for Item 901., 4000 PSI, 1.5 IN., 565 Cement Concrete.

The cost of Labor and materials for any component not covered in these special provisions or not shown on the Plans shall be considered incidental to Items 901. and 910.1, and no further compensation will be allowed.

ITEM 950.5 **TEMPORARY EARTH SUPPORT SYSTEMS** **LUMP SUM**

All work under this item shall conform to the relevant portions of Section 140 and 950 and the following:

The contractor shall furnish, install, maintain, and remove temporary earth support systems as required based upon the actual site conditions, for the maintenance of traffic and protection of adjacent properties during demolition and construction of the existing and proposed culverts and

associated retaining walls and headwalls. These earth support systems shall be designed by the contractor and shall provide sufficient space to allow for the installation of a temporary traffic barrier system and required lane widths in accordance with the Contractor's approved Temporary Traffic Control Plan (TTCP).

The temporary earth support system shall consist of sheet piling with or without tiebacks, soldier piling and lagging, or any other system that satisfied the design criteria contained herein. The temporary earth support systems must be capable of supporting all loads applied during all stages of construction. The temporary earth support systems supporting the roadway shall extend longitudinally such that the maximum slope of the excavated surface does not exceed 1 (vertical) to 1.5 (horizontal). The temporary earth support systems must be configured such that they will serve their intended purpose during all stages of construction without the need for reinstallation or major modifications.

The contractor is cautioned that the temporary earth support system may have to be cored and/or grouted into bedrock at locations where the bedrock elevation is not too far below the proposed bottom of the excavation.

All material used for the temporary earth support systems shall be sound and free from strength impairing defects. Steel sheeting (if used) shall conform to the applicable requirements of Section 950.

The contractor shall submit to the Project Designer Design Drawings and Calculations for temporary earth support systems, which systems shall be sufficient to carry all of the applicable AASHTO loads, including but not limited to, earth pressure and surcharge due to HS20 truck loading and temporary barriers. The temporary earth support systems shall be designed and stamped by a Professional Engineer licensed in the Commonwealth of Massachusetts, hired by the Contractor. The Temporary Earth Support System Submittals shall be in accordance with the Procedures for Shop Drawing Submittals described earlier in these Special Provisions. The Project Designer shall be allowed ten (10) working days for each submittal/re-submittal by the Contractor to review the temporary earth support system design drawings and calculations. The Contractor shall not commence work on the temporary earth support system prior to approval by the Project Designer.

Measurement and Payment

Measurement and Payment for Item 950.5, Temporary Earth Support Systems, shall be per Lump Sum, which price shall be full compensation for all temporary earth support systems required on this project, for the duration of this Contract. There shall be no additional measurement for subsequent stages of construction. The Lump Sum price shall be full compensation for all labor; equipment; materials; tools; the hiring and related services of a professional engineer as described above, and all incidentals, as required by the Town Engineer and/or their representative.

Payment shall be made based upon the following percentages:

1. 10% upon the contractor's earth support system submittals receiving approval from the Project Designer.
2. 60% upon complete installation, complete in place, to the satisfaction of the Town

Engineer or their representative. Should multiple installations be required due to staging, or other Contractor means and methods, then this payment percentage shall be prorated accordingly, as determined by the Town Engineer or their representative.

3. 30% upon removal to the satisfaction of the Town Engineer or their representative.

ITEM 983. DUMPED RIPRAP

TON

Work under this Item shall conform to the relevant provisions of Section 983 of the Standard Specifications and the following:

General

The work under this item shall consist of dumped riprap to be placed where shown of the Contract Drawings, and where required by the Town Engineer or their representative.

Materials

Stone for dumped riprap shall conform to M2.02.2.

Construction Methods

Upon completion of excavation of dumped riprap areas to the lines and grades shown on the Contract Drawings, and subsequent approval by the Town Engineer or their representative, Geotextile Fabric for Permanent Erosion Control (Item 698.4) shall be installed as specified. Placement of the dumped riprap shall follow immediately after approval of the geotextile fabric placement, in order to prevent movement of soil back into the excavated area. The Contractor shall place all stones to form a compact mass with a minimum of voids. The Dumped Riprap shall be constructed to the lines, grades, and limits shown on the Contract Drawings. Following machine placement of the dumped riprap, the Contractor shall hand turn the surface stones such that the flat surfaces of the stones are reasonably aligned with the lines and grades shown on the Contract Drawings, especially the larger stones, as required by the Town Engineer or their representative.

Method of Measurement and Basis of Payment

Item 983., Dumped Riprap will be measured and paid for per Ton, complete in place, which price shall be full compensation for all labor, materials, tools, transportation, labor to hand turn surface stones as described above, and all incidentals, as required by the Town Engineer or their representative. No payment shall be made for riprap placed outside the design limits except as authorized by the Town Engineer or their representative. Excavation required for preparation and shaping of all dumped riprap areas, including the proposed east side scour hole shall be considered incidental to Item 983., Dumped Riprap, and no additional compensation made therefore.

ITEM 999.1

POLICE DETAIL OFFICER

HOURLY

General

The work under this Item shall consist of the utilization of Town of West Springfield Police detail officers, or substitution police detail officers if authorized by the Town of West Springfield.

Construction Methods

The Contractor shall be responsible for the scheduling of Police Details in coordination of their

construction means and methods, and as associated with their Temporary Traffic Control Plan (TTCP). See Item 851., Safety Controls for Construction Operations, for additional requirements.

Method of Measurement and Basis of Payment

Item 999.1, Police Detail Officer, shall be measured and paid by the Hour, for the actual number of hours, with a minimum of 4 hours per shift. The Hourly Rate is fixed at \$48.00 and incurs neither cruiser fee nor any administration fee.

If authorized by the Town of West Springfield Department of Public Works, Police Detail Office invoices may be made by the West Springfield Police Department directly to the West Springfield DPW. Such an authorization will remove the value of this item from the contract.

Additional Information

1 – On Sheet C2.02 There is a discrepancy between the East Endwall Outlet and Section C-C. The footing on the East Endwall Outlet has a dimension of Eleven (11') feet whereas Section C-C indicates a dimension of Twelve (12') feet. The greater dimension of Twelve (12') feet shall be used for the construction of this Endwall.

2 – Complete Road Closures are not permissible during execution of this contract. It is permissible for the successful bidder to temporarily close a lane under the following circumstances:

- i. The Successful Bidder makes a request to the Town 48 hours prior to the closure of a lane.**
- ii. The Successful Bidder provides a traffic management plan to the West Springfield Engineering Department to be approved before lane closure may occur**
- iii. Police detail is required on site during the closure of a lane.**

3 – On the Western Side of Birnie Avenue, records indicate an existing Natural Gas Main - 6 inch coated steel, medium pressure that operates at 58 PSI – in close proximity to the proposed work. The successful bidder responsible for coordinating with Columbia Gas of Massachusetts during this project during the planning and installation of temporary earth support, excavation, backfilling, the removal or temporary earth support, and all other activities that may conflict with the gas line.

Itemized Bid Proposal

Bid Form

Certificate as to Corporate Bidder

Tax Certification (bidder is current with all taxes)

Collusion or Fraud Statement

Acknowledgement of Addenda

Certificate of Compliance – Prevailing Wage Law

Labor Harmony and OSHA Training Certification

Bidder information and References

Additional Submittals (provided by bidder):

Bid Deposit (5% of bid)

MassDOT Pre-Qualification

Performance bond (50% after notification of bid award)

Payment bond (50% after notification of bid award)

Itemized Bid Proposal

ITEM NO.	APPROX. QTY	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
101.	0.15	A	CLEARING AND GRUBBING, at _____ dollars and _____ cents per ACRE	\$ _____	\$ _____
127.1	8	CY	REINFORCED CONCRETE EXCAVATION, at _____ dollars and _____ cents Per CUBIC YARD	\$ _____	\$ _____
141.	298	CY	CLASS A TRENCH EXCAVATION, at _____ dollars and _____ cents Per CUBIC YARD	\$ _____	\$ _____
141.1	30	CY	TEST PIT FOR EXPLORATION, at _____ dollars and _____ cents Per CUBIC YARD	\$ _____	\$ _____
144.	4	CY	CLASS B ROCK EXCAVATION, at _____ dollars and _____ cents Per CUBIC YARD	\$ _____	\$ _____
151.	25	CY	GRAVEL BORROW, at _____ dollars and _____ cents Per CUBIC YARD	\$ _____	\$ _____
151.2	255	CY	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES, at _____ dollars and _____ cents Per CUBIC YARD	\$ _____	\$ _____

ITEM NO.	APPROX. QTY	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
156.	60	TON	CRUSHED STONE, at _____ dollars and _____ cents Per TON	\$ _____	\$ _____
156.1	55	TON	CRUSHED STONE FOR BRIDGE FOUNDATIONS, at _____ dollars and _____ cents Per TON	\$ _____	\$ _____
182.2	25	FT	REMOVAL OF ASBESTOS, at _____ dollars and _____ cents Per FOOT	\$ _____	\$ _____
201.	2	EA	CATCH BASIN, at _____ dollars and _____ cents Per EACH	\$ _____	\$ _____
222.3	2	EA	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD, at _____ dollars and _____ cents Per EACH	\$ _____	\$ _____
241.24	65	FT	24 INCH REINFORCED CONCRETE PIPE, at _____ dollars and _____ cents Per FOOT	\$ _____	\$ _____
252.12	68	FT	12 INCH CORRUGATED PLASTIC (POLYETHYLENE) PIPE, at _____ dollars and _____ cents Per FOOT	\$ _____	\$ _____

ITEM NO.	APPROX. QTY	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
451.	24	TON	HMA FOR PATCHING, at _____ dollars and _____ cents Per TON	\$ _____	\$ _____
572.2	10	TON	HOT MIX ASPHALT CURB TYPE 2, at _____ dollars and _____ cents Per TON	\$ _____	\$ _____
620.13	142	FT	GUARDRAIL, TL-3 (SINGLE FACED), at _____ dollars and _____ cents Per FOOT	\$ _____	\$ _____
627.1	2	EA	TRAILING ANCHORAGE, at _____ dollars and _____ cents Per EACH	\$ _____	\$ _____
627.83	2	EA	GUARDRAIL TANGENT END TREATMENT, TL-3, at _____ dollars and _____ cents Per EACH	\$ _____	\$ _____
630.2	172	FT	HIGHWAY GUARD REMOVED AND DISCARDED, at _____ dollars and _____ cents Per FOOT	\$ _____	\$ _____

ITEM NO.	APPROX. QTY	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
657.	480	FT	TEMPORARY FENCE, at _____ dollars and _____ cents Per FOOT	\$ _____	\$ _____
697.	240	FT	SEDIMENTATION FENCE, at _____ dollars and _____ cents Per FOOT	\$ _____	\$ _____
698.4	110	SY	GEOTEXTILE FABRIC FOR PERMANENT EROSION CONTROL, at _____ dollars and _____ cents Per SQUARE YARD	\$ _____	\$ _____
751.	70	CY	LOAM BORROW, at _____ dollars and _____ cents Per CUBIC YARD	\$ _____	\$ _____
765.	500	SY	SEEDING, at _____ dollars and _____ cents Per SQUARE YARD	\$ _____	\$ _____
765.2	50	LB	SEED FOR EROSION CONTROL, at _____ dollars and _____ cents Per POUND	\$ _____	\$ _____
767.12	240	FT	COMPOST FILTER TUBES, at _____ dollars and _____ cents Per FOOT	\$ _____	\$ _____

ITEM NO.	APPROX. QTY	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
767.3	3	TON	STRAW MULCH, at _____ dollars and _____ cents Per TON	\$ _____	\$ _____
769.	214	FT	PAVEMENT MILLING MULCH UNDER GUARDRAIL, at _____ dollars and _____ cents Per FOOT	\$ _____	\$ _____
833.5	6	EA	DEMOUNTABLE REFLECTORIZED DELINEATOR - GUIDE RAIL, at _____ dollars and _____ cents Per EACH	\$ _____	\$ _____
833.7	4	EA	DELINEATION FOR GUARD RAIL TERMINI, at _____ dollars and _____ cents Per EACH	\$ _____	\$ _____
847.1	2	EA	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL, at _____ dollars and _____ cents Per EACH	\$ _____	\$ _____
851.	1	AL	SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS, at TWENTY FIVE THOUSAND dollars and _____ ZERO _____ cents Per ALLOWANCE	\$ 25,000.00	\$ \$25,000.00

ITEM NO.	APPROX. QTY	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
852.	200	SF	SAFETY SIGNINGFORTRAFFIC MANAGEMENT, at _____ dollars and _____ cents Per SQUARE FOOT	\$ _____	\$ _____
874.2	2	EA	TRAFFIC SIGN REMOVED AND RESET, at _____ dollars and _____ cents Per EACH	\$ _____	\$ _____
901.	100	CY	4000 PSI, 1.5 IN., 565 CEMENT CONCRETE, at _____ dollars and _____ cents Per CUBIC YARD	\$ _____	\$ _____
910.1	6,600	LB	STEEL REINFORCEMENT FOR STRUCTURES - EPOXY COATED, at _____ dollars and _____ cents Per POUND	\$ _____	\$ _____
950.5	1	LS	TEMPORARY EARTH SUPPORT SYSTEMS, at _____ dollars and _____ cents Per LUMP SUM	\$ _____	\$ _____
983.	85	TON	DUMPED RIPRAP, at _____ dollars and _____ cents Per TON	\$ _____	\$ _____
999.1	200	HR	POLICE DETAIL OFFICER, at ____FORTY EIGHT____ dollars and ____ZERO____ cents Per HOUR	\$ _48.00_	\$ _9,600_
---	---	---	---	TOTAL AMOUNT	\$ _____

END OF SECTION

BID FORM

TO THE DIRECTOR OF PUBLIC WORKS TOWN OF WEST SPRINGFIELD

- A. Pursuant to an in compliance with your Invitation for Bidders, dated _____, and the instructions to bidders and other documents relating thereto, the undersigned hereby proposes to furnish all the labor, materials, equipment and insurance required for or in connection with the Town of West Springfield, Massachusetts, in strict accordance with the Specifications for the Construction of:

Birnie Avenue Culvert Headwall Replacement Project

- B. The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, the standard specifications and plans therein referred to and the Special Provisions hereto attached; and he proposes and agrees, if this proposal is accepted, that he will contract with the Town of West Springfield, in the form of contract contained herein, and that he will take in full payment the unit prices attached to this Bid Form.
- C. The undersigned agrees that if within 30 days subsequent to the date of the opening of bids, notice that this proposal will be accepted by the Town of West Springfield shall be mailed to him at the at the business address given below, or shall be delivered to him, he will, within ten (10) days thereafter, deliver to the Town of West Springfield, where directed, a contract conforming to that annexed, properly executed in such number of counter-parts as may be required by the Town of West Springfield, with such changes therein as shall have been made by the Town of West Springfield prior to the time named for delivery of this proposal, together with a performance bond and a labor and material payment bond of a surety company, which surety company shall be authorized to transact business in the Commonwealth of Massachusetts and duly qualified therefore, the premiums for which are to be paid by the contractor and are included in the contract sum.
- D. The proposed contract sum is (Base Bid Amount from Itemized Bid Form)

_____ dollars
(in words)

(\$ _____)
(in numbers)

- E. The undersigned guarantees that if awarded the contract he will complete the entire work within _____ calendar days from the date of signing the contract.
- F. In submitting this bid, it is understood that the Town of West Springfield reserves the right to reject any or all bids and to waive any informalities in bidding, if it be in the

public interest so to do. It is also agreed that this bid may not be withdrawn for a period of thirty (30) days following the date of opening the bids, without the consent of the Town of West Springfield.

Signed and sealed this ____ day of _____, 2019

BUSINESS ADDRESS OF BIDDER

SIGNATURE OF BIDDER

Name of Organization

By: _____

Title

CERTIFICATE AS TO CORPORATE BIDDER

I, _____ certify that I am the _____ of the corporation named as bidder within this bid form; that _____, who signed said bid form on behalf of the bidder was then _____ of said corporation; that I know his signature; that his signature thereto is genuine and that such bid form was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

Dated: _____

Secretary - Clerk

Tax Certification Statement

The statement below deals with the Revenue Enforcement and Protection Program (REAP) enacted by the Massachusetts Legislature Sections 35 and 36 of Chapter 233 of the Acts and Resolves of 1983.

Pursuant of MGL Ch. 62C Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief have filed all state tax returns and paid all state taxes required under law.

Social Security Number or Federal Identification Number: _____

Signature of Individual or Corporate Name: _____

By: _____

Corporate Officer
(If-Applicable)

COLLUSION OR FRAUD STATEMENT

The undersigned, as bidder, declares that the only person or parties, as principals, interested in this proposal are named below; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, has taken into consideration all difficulties likely to be met with the performance of the work, that he has also carefully examined the bid therein referred to and entitled:

BIRNIE AVENUE CULVERT HEADWALL REPLACEMENT PROJECT

and he proposes and agrees that he will contract with the Town of West Springfield in the form of Contract, to provide all insurance, plant, labor, machinery, tools, and apparatus required within the time therein prescribed.

Social Security Number or
Federal Identification Number _____

Signature of Individual or Corporate Name _____

By: _____

Corporate Officer
(If Applicable)

ACKNOWLEDGEMENT OF ADDENDUMS

ADDENDUMS: Bidder hereby indicates receipt of addendums (if applicable):

Addendum # ____ Acknowledged By: _____

Addendum # ____ Acknowledged By: _____

Addendum # ____ Acknowledged By: _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

DATE _____

CERTIFICATE OF COMPLIANCE - PREVAILING WAGE LAW

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the *Massachusetts Department of Labor and Industries*.

The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of:

1. The failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or
2. The failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Pursuant to MGL Chapter 149 section 27B, every contractor or subcontractor on a public works project must submit a certified payroll to an awarding authority every week. This requirement is necessary to enforce Prevailing Wage Law.

The undersigned hereby certifies under penalties of perjury that certified payroll sheets will be submitted to the Town of West Springfield every week for the duration of the contract. Failure to submit certified payroll sheets will be considered a breach of contract.

Date: _____

Name of Bidder: _____

By: _____(Signature)

Print Name & Title of Person Signing

LABOR HARMONY AND OSHA TRAINING CERTIFICATION

The undersigned certifies under penalties of perjury:

- (1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) that all employees to be employed in the work subject to this bid 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.

Date: _____

Name of Bidder: _____

By: _____ (Signature)

Print Name & Title of Person Signing

BIDDER INFORMATION AND REFERENCES

The undersigned offers the following information as evidence of the Bidder's qualifications to perform the work as bid according to all of the requirements of the specifications.

Please answer the following questions:

Number of years bidder has been in business under present business name: _____ years

Has bidder been involved in a Chapter 11 bankruptcy proceeding within the past ten years? _____ Y/N

Has bidder ever failed to complete any work awarded? _____ Y/N

Has bidder ever been involved in non-accident related litigation in the past five years? _____ Y/N

List at least 5 references that can be contacted regarding your work.

1. Customer: _____ Contact: _____

Type of Service: _____ Telephone No. _____

2. Customer: _____ Contact: _____

Type of Service: _____ Telephone No. _____

3. Customer: _____ Contact: _____

Type of Service: _____ Telephone No. _____

4. Customer: _____ Contact: _____

Type of Service: _____ Telephone No. _____

5. Customer: _____ Contact: _____

Type of Service: _____ Telephone No. _____

Comments/Explanation (Optional):

BIDDER INFORMATION AND REFERENCES (page 2)

List any formal legal action pertaining to contracts involving you in the last five years. (If none, write "NONE") Identify all parties involved and resolution.

List any "quasi-judicial" action involving you relating to contracts within the last five years. (If none, write "NONE") Identify all parties involved and resolution.

SIGNATURE: _____

PRINT NAME: _____

COMPANY: _____

DATE: _____

SECTION 4

Contract and General Conditions

Prevailing Wage Rates

Order of Conditions (Conservation Commission)

Birnie Ave Culvert Repair Plan Set (Separate Document: “Birnie Avenue Culvert Modification” by Alfred Benesch & Company)

TOWN OF WEST SPRINGFIELD

CONTRACT & GENERAL CONDITIONS

#

(Contract Number)

Date:

This Contract is entered into on, or as of, this date by and between the Town of West Springfield (the "Town"), and

("Contractor")

(Mailing Address of the Contractor)

(Telephone)

(FAX)

(Website)

1. This is a Contract for the procurement of the following:

2. The Contract price to be paid to the Contractor by the **Town of West Springfield** is:

3. Payment will be made as follows:

4. Definitions:

4.1 Acceptance: All Contracts require proper acceptance of the described good or services by the Town of West Springfield. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications Included in IFB, Drawings, and all Addenda issued during the bidding period. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by

all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

- 4.3 The Contractor: The "other party" to any contract with the Town. The term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract, Use of the term "Contractor" shall be understood to refer to any other such label used.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies, or Materials.
- 4.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both

5. Terms of Contract and Time for Performance:

This Contract shall be **substantially completed by October 1, 2020** and **fully performed by the Contractor and ready for final payment on or before November 1, 2020** unless extended pursuant to a provision for extension contained in the Contract Documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the Contract Documents are of the essence of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid by the Contractor.

8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of West Springfield shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance and the right select among the remedies available to it by all of the above.

9. Statutory Compliance:

- 9.1 This Contract will be construed and governed by the provisions of applicable

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

General Laws Chapter 30B: Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, et seq: Public Works Contracts.

General Laws Chapter 149, Sec. 44A, et seq: Public Buildings Contracts.

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

9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of this Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising there from.

9.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal Bylaw and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply will all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of West Springfield, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

10. Conflict of Interest:

Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

11. Certification of Tax Compliance:

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A, (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Debarment:

The Town (as a non-federal entity) is prohibited from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred (Excluded Parties List System). The Contractor, by executing the Contract, certifies that it is not currently debarred or suspended by the Commonwealth of Massachusetts, or the Federal Government, under any Commonwealth or Federal Law or regulation. Furthermore, if, during the duration of this contract, the Contractor becomes suspended or debarred, the Contractor shall notify the Town via registered mail of this occurrence.

13. Discrimination:

The Contractor will carry out the obligation of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination,) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

14. Assignment:

Assignment of this Contract is prohibited, unless assignment is provided for expressly in the Contract Documents.

15. Condition of Enforceability against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Mayor as Chief Procurement Officer or his/her designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of West Springfield unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 4.6 of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

16. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of West Springfield shall be individually or personally liable on any obligation of the Town under this Contract.

17. Notice:

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name

or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 of the Contract, and to the Town of West Springfield, Town Hall, 26 Central Street, West Springfield, Massachusetts.

18. Binding on Successors:

This Contract shall be binding upon the Contractor, its assignees, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

19. Complete Contract:

This instrument together with its endorsed supplements, and the other components of the Contract Documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

20. Contract Type Supplements:

The foregoing provisions apply to all contracts to which the Town of West Springfield shall be a party. One of the following "**Supplements**" must be "**checked**" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

- | | |
|---------------------------------|--|
| () Goods Supplement "G" | Applicable to Contracts for the procurement of <u>Goods</u> (governed by the provisions of General Laws Chapter 30B). |
| () Services Supplement "S" | Applicable to Contracts for the procurement of <u>Services</u> , (governed by the provisions of General Laws Chapter 30B). |
| (X) Construction Supplement "C" | Applicable to Contracts for the <u>construction</u> of:

(1) <u>Public Buildings</u> and Public Works (governed by the provision of General Laws Chapter 30B);

(2) <u>Public Buildings</u> (governed by the provision of General Laws Chapter 149, Sec. 44A, et seq.); and

(3) <u>Public Works</u> (governed by the provisions of General Laws Chapter 30, Sec. 39M, et seq.). |

SUPPLEMENT "C"

1. This form supplements the Town of West Springfield, "Contract and General Conditions," and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.
2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bond (where required) and provide an original thereof to the Town of West Springfield prior to the commencement of performance.
3. Equality:
 - 3.1 In the case of a Closed Specification written for a specific item or items to be furnished under the Base Bid, such Specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30F Section 39M and Chapter 149, Section 44A et seq.
 - 3.2 Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility and quality. Final decision shall rest with the Project Representative as to its acceptability.
4. Change orders to contracts governed by General Laws Chapter 30B may not increase the quantity of goods or services provided by more than twenty five percent (25.0%), in compliance with Section 13 of Chapter 30B.
5. The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Section 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149. Section 26 to 27D (Prevailing Wage) as shall be in force and as amended. The Contractor will provide documentation of compliance with prevailing wage law to the Town.
6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property of the Town and others, including adjacent property, from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, except as may be directly due to errors in the Contract Document or caused by agents or employees of the Town, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.
7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of federal, state and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction as pits, protruding nails, hoists, well holes, elevator hatchways, scaffolding, window

- openings, stairways, and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.
8. The Town shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.
 9. The Contractor shall appoint a competent superintendent and any necessary assistants satisfactory to the Town.
 10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Town any error, inconsistency or omission which shall be discovered, but will not be liable to the Town for any damage resulting from errors or deficiencies in the Contract Documents. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.
 11. If the Contractor should neglect to prosecute the work properly, or fail to perform the contract or any of its provisions, the Town, upon three days written notice, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
 12. Inspection by the Town's Project Representative:
 - 12.1 The Town shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Town generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of these observations while at the site, the Project Representative will keep the Town informed on the progress of the work, will endeavor to guard the Town against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Town only to the extent expressly delegated by the Town, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.
 - 12.2 In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations or precautions.
 13. Decisions of the Project Representative:
 - 13.1 The Project Representative shall, within a reasonable time, make decisions on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.
 - 13.2 The Project Representatives decision in matters relating to the project, shall be final, if within the terms of the Contract Documents.

13.3 If, however, the Project Representative fails to render a decision, within ten (10) days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decisions is acceptable to the parties concerned.

14. Use of Premises by the Contractor:

14.1 The Contractor shall confine its apparatus, the storage of materials, and the operations of its workmen to limits indicated by law, by-laws, permits or directions of the Town and shall not unreasonably encumber the premises with its materials.

14.2 The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tool, scaffolding and surplus materials and shall leave its work "broom-clean", or its equivalent, unless more exactly specified. In case of dispute, the Town may remove the rubbish and charge the cost to the several contractors, as the Town shall determine to be just. Any paved areas disturbed during construction shall be swept by a motorized highway sweeper every two (2) work days.

16. Right to Terminate:

If the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit or creditors, (3) have a receiver appointed on account of its solvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Town, or (7) be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor (and any surety) seven days written notice, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliance thereon and finish the work by whatever method it deems appropriate.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to Town.

17. Progress Payments:

17.1 The Contractor shall submit to the Town and itemized Application for Payment, supported to the extent required by the Town by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.

- 17.2 The Contractor shall, before the first application, submit to the Town a schedule of values of the various parts of the work, including quantities if requested, aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the Town and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the Town, shall be used as basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.

18. Withholding of Payments:

- 18.1 The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary

in its reasonable opinion to protect the Town of West Springfield from loss on account of:

18.1.1 Defective work not remedied.

18.1.2 Claims filed or reasonable evidence indicating probable filing of claims.

18.1.3 Failure of the Contractor to make payments promptly to Subcontractors or for material or labor.

18.1.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.

18.1.5 Damage to another contractor.

- 18.2 Withholding of payments shall be in strict compliance with statutory requirements.

19. Damages:

Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party, or of anyone employed by him, a claim shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the Final Payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement, or by recourse to remedies provided by law or by provisions of the contract.

20. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

21. The Contractors Mutual Responsibility:

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Town's expense and, if any judgment against the Town arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Town.

22. Separate Contracts:

- 22.1 The Town reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.
- 22.2 If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.
- 22.3 To insure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Drawings.

23. Subcontracts:

- 23.1 All subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L inclusive.
- 23.2 The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- 23.3 Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Town.

24. Contractor-Subcontractor Relations:

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

25. Indemnification:

- 25.1 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or

indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

- 25.2 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representative of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of , use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 25.3 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 25.4 In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 25.5 The obligations of the Contractor under this paragraph shall not extend to the liability of the Town, its agents or employees arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specification, or (b) the giving of or the failure to give directions or instruction by the Town, its agents or employees provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

26. The Contractor's Insurance:

- 26.1 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may rise out of or result from the Contractor's operation under the Contract, whether such operation be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - 26.1.1 Claims under Worker's Compensation, disability benefit and other similar employee benefits acts;
 - 26.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees and claims insured by usual personal injury liability coverage;
 - 26.1.3 Claims for damage because of bodily injury, sickness or disease, or death of any person other than its employees, and claims insured by usual personal injury liability coverage; and

- 26.1.4 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- 26.2 The insurance required by the above shall be written for not less than the following minimum limits of liability:
- 26.2.1 Worker's Compensation Act requirements
- 26.2.2 General Liability -
- | | |
|---|--------------|
| Comprehensive Form: | \$1,000,000; |
| Premises and Operations: | \$1,000,000; |
| Explosion and Collapse Hazard: | \$1,000,000; |
| Underground Hazard: | \$1,000,000; |
| Explosion and Collapse Hazard: | \$1,000,000; |
| Underground Hazard: | \$1,000,000; |
| Products/Completed Operations Hazard: | \$1,000,000; |
| Contractual Insurance: | \$1,000,000; |
| Board From Property Damage: | \$1,000,000; |
| Independent Contractors: | \$1,000,000; |
| Personal Injury: | \$1,000,000; |
- Automobile Liability:**
- | | |
|---------------------------|--|
| Comprehensive Form: | \$1,000,000; |
| Owned: | \$1,000,000; |
| Hired: | \$1,000,000; |
| Non-Owned: | \$1,000,000; |
| Excess Liability | (As needed to provide
\$1,000,000 coverage minimum
for each coverage listed in
this paragraph). |
- 26.3 The above insurance policies shall also be subject to the following requirements:
- 26.3.1 Insurance coverage for the Contractor's Comprehensive General Liability, as specified under the foregoing paragraph and for the Town's Protective Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.
- 26.3.2 Certificates of Insurance acceptable to the Town shall be addressed to and filed with the Town prior to commencement of the work. Renewal certificates shall be addressed to and filed with the Town at least ten (10) days prior to the expiration date of required policies.
- 26.3.3 No insurance coverage shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Town shall also be notified of the attachment of any restrictive amendments to the policies.

26.3.4 All Certificates of Insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing in particular those incurred, the extent of the coverage, the location and operations to which the insurance applies, the expiration date and the above mentioned notice clauses.

26.3.5 All premium costs shall be included, in the Contractor's bid.

27. Protective Liability Insurance:

27.1 The Contractor shall purchase and maintain such insurance as will protect the Town from claims which may arise from operations under the Contract, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured.

27.2 The Contractor shall also purchase and maintain such insurance as will protect both the Town against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

27.3 The limits of liability for coverage required under the preceding paragraphs shall be as specified under the provisions hereof governing the Contractor's General Liability Policy.

27.4 The said coverage shall not extend to the liability of the Town, its agents or employees arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specification, or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees provided such giving or failure to give instructions is the primary cause of the injury or damage.

27.5 The above policies shall name the Town as the insured, including its employees, agents and representatives.

27.6 The premium costs shall be included in the Contractor's bid and the policies issued hereunder shall be assessed to and filed with the Town.

28. Property Insurance:

28.1 The Town may purchase and maintain property insurance upon the entire work at the site, including labor, materials, structure and contents, to the full insurable value thereof. This insurance shall include the interest of the Town, the Contractor, Subcontractors in the work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

28.2 In view of its exposure to builder's risk hazards, it shall be the Town's responsibility to purchase and maintain such other insurance coverage as it may deem necessary and coverage of its liability to the Contractor. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

28.3 Copies of the above policy or a certificate of such insurance coverage shall be filed with the Contractor and Project Representative before an exposure to loss may occur.

This Agreement is intended to take effect as a sealed instrument. Witness our hands and seals hereto:

Dated: _____

The Town of West Springfield
Chief Procurement Officer/Mayor

Town Accountant/Chief Financial Officer
Certified as to Appropriation

Town Attorney
As to Form

The Contractor by: _____



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

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of West Springfield
Contract Number: 19-0025 **City/Town:** WEST SPRINGFIELD
Description of Work: Improvements to headwalls of the Goldine Brook Culvert on Birnie Ave. Earthwork, pipe repair, reinforce concrete setting, drainage installation, and related work.
Job Location: 100 Birnie Ave, West Springfield, MA 01089

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.25	\$11.91	\$12.70	\$0.00	\$57.86
	06/01/2019	\$34.25	\$11.91	\$12.70	\$0.00	\$58.86
	08/01/2019	\$34.25	\$12.41	\$12.70	\$0.00	\$59.36
	12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00	\$60.38
	06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00	\$61.28
	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	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>	12/01/2018	\$33.32	\$11.91	\$12.70	\$0.00	\$57.93
	06/01/2019	\$34.32	\$11.91	\$12.70	\$0.00	\$58.93
	08/01/2019	\$34.32	\$12.41	\$12.70	\$0.00	\$59.43
	12/01/2019	\$34.32	\$12.41	\$13.72	\$0.00	\$60.45
	06/01/2020	\$35.22	\$12.41	\$13.72	\$0.00	\$61.35
	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	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>	12/01/2018	\$33.44	\$11.91	\$12.70	\$0.00	\$58.05
	06/01/2019	\$34.44	\$11.91	\$12.70	\$0.00	\$59.05
	08/01/2019	\$34.44	\$12.41	\$12.70	\$0.00	\$59.55
	12/01/2019	\$34.44	\$12.41	\$13.72	\$0.00	\$60.57
	06/01/2020	\$35.34	\$12.41	\$13.72	\$0.00	\$61.47
	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	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>	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/03/2018	\$31.75	\$7.85	\$13.91	\$0.00	\$53.51
	06/03/2019	\$32.56	\$7.85	\$13.91	\$0.00	\$54.32
	12/02/2019	\$33.37	\$7.85	\$13.91	\$0.00	\$55.13
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2018	\$31.75	\$7.85	\$11.89	\$0.00	\$51.49
	06/01/2019	\$32.54	\$7.85	\$11.89	\$0.00	\$52.28
	12/01/2019	\$33.33	\$7.85	\$11.89	\$0.00	\$53.07
	06/01/2020	\$34.14	\$7.85	\$11.89	\$0.00	\$53.88
	12/01/2020	\$34.95	\$7.85	\$11.89	\$0.00	\$54.69
	06/01/2021	\$35.79	\$7.85	\$11.89	\$0.00	\$55.53
	12/01/2021	\$36.62	\$7.85	\$11.89	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	12/01/2018	\$31.86	\$12.50	\$8.00	\$0.00	\$52.36
	06/01/2019	\$32.76	\$12.50	\$8.00	\$0.00	\$53.26
	12/01/2019	\$33.66	\$12.50	\$8.00	\$0.00	\$54.16
	06/01/2020	\$34.56	\$12.50	\$8.00	\$0.00	\$55.06
	12/01/2020	\$35.46	\$12.50	\$8.00	\$0.00	\$55.96
ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/03/2018	\$31.25	\$7.85	\$13.91	\$0.00	\$53.01
	06/03/2019	\$32.06	\$7.85	\$13.91	\$0.00	\$53.82
	12/02/2019	\$32.87	\$7.85	\$13.91	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2018	\$31.25	\$7.85	\$11.89	\$0.00	\$50.99
	06/01/2019	\$32.04	\$7.85	\$11.89	\$0.00	\$51.78
	12/01/2019	\$32.83	\$7.85	\$11.89	\$0.00	\$52.57
	06/01/2020	\$33.64	\$7.85	\$11.89	\$0.00	\$53.38
	12/01/2020	\$34.45	\$7.85	\$11.89	\$0.00	\$54.19
	06/01/2021	\$35.29	\$7.85	\$11.89	\$0.00	\$55.03
	12/01/2021	\$36.12	\$7.85	\$11.89	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$34.79	\$11.44	\$13.81	\$0.00	\$60.04
	06/01/2019	\$35.30	\$11.44	\$14.08	\$0.00	\$60.82
	12/01/2019	\$35.90	\$11.44	\$14.35	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$34.79	\$11.44	\$13.81	\$0.00	\$60.04
	06/01/2019	\$35.30	\$11.44	\$14.08	\$0.00	\$60.82
	12/01/2019	\$35.90	\$11.44	\$14.35	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/03/2018	\$31.25	\$7.85	\$13.91	\$0.00	\$53.01
	06/03/2019	\$32.06	\$7.85	\$13.91	\$0.00	\$53.82
	12/02/2019	\$32.87	\$7.85	\$13.91	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$34.26	\$11.44	\$13.81	\$0.00	\$59.51
	06/01/2019	\$34.77	\$11.44	\$14.08	\$0.00	\$60.29
	12/01/2019	\$35.37	\$11.44	\$14.35	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/03/2018	\$31.75	\$7.85	\$13.91	\$0.00	\$53.51
	06/03/2019	\$32.56	\$7.85	\$13.91	\$0.00	\$54.32
	12/02/2019	\$33.37	\$7.85	\$13.91	\$0.00	\$55.13
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2018	\$31.75	\$7.85	\$11.89	\$0.00	\$51.49
	06/01/2019	\$32.54	\$7.85	\$11.89	\$0.00	\$52.28
	12/01/2019	\$33.33	\$7.85	\$11.89	\$0.00	\$53.07
	06/01/2020	\$34.14	\$7.85	\$11.89	\$0.00	\$53.88
	12/01/2020	\$34.95	\$7.85	\$11.89	\$0.00	\$54.69
	06/01/2021	\$35.79	\$7.85	\$11.89	\$0.00	\$55.53
	12/01/2021	\$36.62	\$7.85	\$11.89	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	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 - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

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)	02/01/2019	\$41.96	\$10.75	\$18.77	\$0.00	\$71.48
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	08/01/2019	\$43.31	\$10.75	\$18.91	\$0.00	\$72.97
	02/01/2020	\$43.86	\$10.75	\$18.91	\$0.00	\$73.52
	08/01/2020	\$45.21	\$10.75	\$19.06	\$0.00	\$75.02
	02/01/2021	\$45.76	\$10.75	\$19.06	\$0.00	\$75.57
	08/01/2021	\$47.16	\$10.75	\$19.22	\$0.00	\$77.13
	02/01/2022	\$47.69	\$10.75	\$19.22	\$0.00	\$77.66

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.98	\$10.75	\$18.77	\$0.00	\$50.50
2	60	\$25.18	\$10.75	\$18.77	\$0.00	\$54.70
3	70	\$29.37	\$10.75	\$18.77	\$0.00	\$58.89
4	80	\$33.57	\$10.75	\$18.77	\$0.00	\$63.09
5	90	\$37.76	\$10.75	\$18.77	\$0.00	\$67.28

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.66	\$10.75	\$18.91	\$0.00	\$51.32
2	60	\$25.99	\$10.75	\$18.91	\$0.00	\$55.65
3	70	\$30.32	\$10.75	\$18.91	\$0.00	\$59.98
4	80	\$34.65	\$10.75	\$18.91	\$0.00	\$64.31
5	90	\$38.98	\$10.75	\$18.91	\$0.00	\$68.64

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER	12/01/2018	\$34.79	\$11.44	\$13.81	\$0.00	\$60.04
/CLAM SHELL OPERATING	06/01/2019	\$35.30	\$11.44	\$14.08	\$0.00	\$60.82
ENGINEERS LOCAL 98	12/01/2019	\$35.90	\$11.44	\$14.35	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2018	\$39.75	\$7.85	\$15.55	\$0.00	\$63.15
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$40.75	\$7.85	\$15.55	\$0.00	\$64.15
	12/01/2019	\$41.75	\$7.85	\$15.55	\$0.00	\$65.15
	06/01/2020	\$42.74	\$7.85	\$15.55	\$0.00	\$66.14
	12/01/2020	\$43.72	\$7.85	\$15.55	\$0.00	\$67.12
	06/01/2021	\$44.74	\$7.85	\$15.55	\$0.00	\$68.14
	12/01/2021	\$45.75	\$7.85	\$15.55	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/03/2018	\$31.25	\$7.85	\$13.91	\$0.00	\$53.01
	06/03/2019	\$32.06	\$7.85	\$13.91	\$0.00	\$53.82
	12/02/2019	\$32.87	\$7.85	\$13.91	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS LOCAL 108 - HAMPDEN HAMPSHIRE FRANKLIN</i>	03/04/2019	\$38.64	\$8.26	\$15.00	\$0.00	\$61.90

Apprentice - CARPENTER - Local 108 Hampden Hampshire Franklin

Effective Date - 03/04/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.32	\$8.26	\$1.22	\$0.00	\$28.80
2	60	\$23.18	\$8.26	\$1.22	\$0.00	\$32.66
3	70	\$27.05	\$8.26	\$11.34	\$0.00	\$46.65
4	75	\$28.98	\$8.26	\$11.34	\$0.00	\$48.58
5	80	\$30.91	\$8.26	\$12.56	\$0.00	\$51.73
6	80	\$30.91	\$8.26	\$12.56	\$0.00	\$51.73
7	90	\$34.78	\$8.26	\$13.78	\$0.00	\$56.82
8	90	\$34.78	\$8.26	\$13.78	\$0.00	\$56.82

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$25.93/ 3&4 \$30.77/ 5&6 \$46.41/ 7&8 \$51.29

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS LOCAL 108 - HAMPDEN HAMPSHIRE FRANKLIN</i>	04/01/2019	\$23.10	\$7.07	\$7.86	\$0.00	\$38.03
	10/01/2019	\$23.49	\$7.07	\$7.86	\$0.00	\$38.42
All Aspects of New Wood Frame Work						

Apprentice - CARPENTER (Wood Frame) - 108 Hampden Hampshire**Effective Date - 04/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.86	\$7.07	\$0.00	\$0.00	\$20.93
2	60	\$13.86	\$7.07	\$0.00	\$0.00	\$20.93
3	65	\$15.02	\$7.07	\$7.86	\$0.00	\$29.95
4	70	\$16.17	\$7.07	\$7.86	\$0.00	\$31.10
5	75	\$17.33	\$7.07	\$7.86	\$0.00	\$32.26
6	80	\$18.48	\$7.07	\$7.86	\$0.00	\$33.41
7	85	\$19.64	\$7.07	\$7.86	\$0.00	\$34.57
8	90	\$20.79	\$7.07	\$7.86	\$0.00	\$35.72

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.09	\$7.07	\$0.00	\$0.00	\$21.16
2	60	\$14.09	\$7.07	\$0.00	\$0.00	\$21.16
3	65	\$15.27	\$7.07	\$7.86	\$0.00	\$30.20
4	70	\$16.44	\$7.07	\$7.86	\$0.00	\$31.37
5	75	\$17.62	\$7.07	\$7.86	\$0.00	\$32.55
6	80	\$18.79	\$7.07	\$7.86	\$0.00	\$33.72
7	85	\$19.97	\$7.07	\$7.86	\$0.00	\$34.90
8	90	\$21.14	\$7.07	\$7.86	\$0.00	\$36.07

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.47/ 3&4 \$24.53/ 5&6 \$31.10/ 7&8 \$33.41

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING

BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)

01/01/2019	\$40.46	\$12.45	\$17.64	\$0.30	\$70.85
07/01/2019	\$41.03	\$12.45	\$17.64	\$0.30	\$71.42
01/01/2020	\$42.51	\$12.45	\$17.64	\$0.30	\$72.90

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

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.23	\$12.45	\$15.41	\$0.00	\$48.09
2	60	\$24.28	\$12.45	\$17.64	\$0.30	\$54.67
3	65	\$26.30	\$12.45	\$17.64	\$0.30	\$56.69
4	70	\$28.32	\$12.45	\$17.64	\$0.30	\$58.71
5	75	\$30.35	\$12.45	\$17.64	\$0.30	\$60.74
6	80	\$32.37	\$12.45	\$17.64	\$0.30	\$62.76
7	90	\$36.41	\$12.45	\$17.64	\$0.30	\$66.80

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.52	\$12.45	\$15.41	\$0.00	\$48.38
2	60	\$24.62	\$12.45	\$17.64	\$0.30	\$55.01
3	65	\$26.67	\$12.45	\$17.64	\$0.30	\$57.06
4	70	\$28.72	\$12.45	\$17.64	\$0.30	\$59.11
5	75	\$30.77	\$12.45	\$17.64	\$0.30	\$61.16
6	80	\$32.82	\$12.45	\$17.64	\$0.30	\$63.21
7	90	\$36.93	\$12.45	\$17.64	\$0.30	\$67.32

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/03/2018	\$31.25	\$7.85	\$13.91	\$0.00	\$53.01
LABORERS - ZONE 3 (BUILDING & SITE)	06/03/2019	\$32.06	\$7.85	\$13.91	\$0.00	\$53.82
	12/02/2019	\$32.87	\$7.85	\$13.91	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR	12/01/2018	\$34.26	\$11.44	\$13.81	\$0.00	\$59.51
OPERATING ENGINEERS LOCAL 98	06/01/2019	\$34.77	\$11.44	\$14.08	\$0.00	\$60.29
	12/01/2019	\$35.37	\$11.44	\$14.35	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR	12/01/2018	\$38.29	\$11.44	\$13.81	\$0.00	\$63.54
OPERATING ENGINEERS LOCAL 98	06/01/2019	\$38.80	\$11.44	\$14.08	\$0.00	\$64.32
	12/01/2019	\$39.40	\$11.44	\$14.35	\$0.00	\$65.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
PAINTERS LOCAL 35 - ZONE 3	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$42.56	\$8.15	\$20.85	\$0.00	\$71.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2018	\$65.20	\$9.90	\$21.15	\$0.00	\$96.25
	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2018	\$69.86	\$9.90	\$21.15	\$0.00	\$100.91
	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01

Apprentice - *ELECTRICIAN - Local 7*

Effective Date - 12/30/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.76	\$5.70	\$0.50	\$0.00	\$22.96
2	45	\$18.86	\$5.70	\$0.57	\$0.00	\$25.13
3	50	\$20.96	\$10.50	\$6.93	\$0.00	\$38.39
4	55	\$23.05	\$10.50	\$6.99	\$0.00	\$40.54
5	65	\$27.24	\$10.50	\$8.12	\$0.00	\$45.86
6	70	\$29.34	\$10.50	\$9.18	\$0.00	\$49.02

Effective Date - 06/30/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.06	\$5.85	\$0.51	\$0.00	\$23.42
2	45	\$19.20	\$5.85	\$0.58	\$0.00	\$25.63
3	50	\$21.33	\$10.75	\$6.94	\$0.00	\$39.02
4	55	\$23.46	\$10.75	\$7.00	\$0.00	\$41.21
5	65	\$27.73	\$10.75	\$8.13	\$0.00	\$46.61
6	70	\$29.86	\$10.75	\$9.20	\$0.00	\$49.81

Notes:

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

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR	01/01/2019	\$53.11	\$15.58	\$17.51	\$0.00	\$86.20
<i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2020	\$54.85	\$15.73	\$18.41	\$0.00	\$88.99
	01/01/2021	\$56.69	\$15.88	\$19.31	\$0.00	\$91.88
	01/01/2022	\$58.62	\$16.03	\$20.21	\$0.00	\$94.86

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.56	\$15.58	\$0.00	\$0.00	\$42.14
2	55	\$29.21	\$15.58	\$17.51	\$0.00	\$62.30
3	65	\$34.52	\$15.58	\$17.51	\$0.00	\$67.61
4	70	\$37.18	\$15.58	\$17.51	\$0.00	\$70.27
5	80	\$42.49	\$15.58	\$17.51	\$0.00	\$75.58

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$15.73	\$0.00	\$0.00	\$43.16
2	55	\$30.17	\$15.73	\$18.41	\$0.00	\$64.31
3	65	\$35.65	\$15.73	\$18.41	\$0.00	\$69.79
4	70	\$38.40	\$15.73	\$18.41	\$0.00	\$72.54
5	80	\$43.88	\$15.73	\$18.41	\$0.00	\$78.02

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2019	\$37.18	\$15.58	\$17.51	\$0.00	\$70.27
<i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2020	\$38.40	\$15.73	\$18.41	\$0.00	\$72.54
	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)	12/01/2018	\$31.25	\$7.85	\$11.89	\$0.00	\$50.99
<i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2019	\$32.04	\$7.85	\$11.89	\$0.00	\$51.78
	12/01/2019	\$32.83	\$7.85	\$11.89	\$0.00	\$52.57
	06/01/2020	\$33.64	\$7.85	\$11.89	\$0.00	\$53.38
	12/01/2020	\$34.45	\$7.85	\$11.89	\$0.00	\$54.19
	06/01/2021	\$35.29	\$7.85	\$11.89	\$0.00	\$55.03
	12/01/2021	\$36.12	\$7.85	\$11.89	\$0.00	\$55.86

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

FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
<i>OPERATING ENGINEERS LOCAL 98</i>						
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
<i>OPERATING ENGINEERS LOCAL 98</i>						
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
<i>OPERATING ENGINEERS LOCAL 98</i>						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 7</i>	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$34.26	\$11.44	\$13.81	\$0.00	\$59.51
	06/01/2019	\$34.77	\$11.44	\$14.08	\$0.00	\$60.29
	12/01/2019	\$35.37	\$11.44	\$14.35	\$0.00	\$61.16

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.56	\$11.44	\$13.81	\$0.00	\$45.81
2	70	\$23.98	\$11.44	\$13.81	\$0.00	\$49.23
3	80	\$27.41	\$11.44	\$13.81	\$0.00	\$52.66
4	90	\$30.83	\$11.44	\$13.81	\$0.00	\$56.08

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.86	\$11.44	\$14.08	\$0.00	\$46.38
2	70	\$24.34	\$11.44	\$14.08	\$0.00	\$49.86
3	80	\$27.82	\$11.44	\$14.08	\$0.00	\$53.34
4	90	\$31.29	\$11.44	\$14.08	\$0.00	\$56.81

Notes:

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

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2018	\$22.50	\$7.85	\$11.89	\$0.00	\$42.24
	06/01/2019	\$22.50	\$7.85	\$11.89	\$0.00	\$42.24
	12/01/2019	\$23.50	\$7.85	\$11.89	\$0.00	\$43.24
	06/01/2020	\$23.50	\$7.85	\$11.89	\$0.00	\$43.24
	12/01/2020	\$24.50	\$7.85	\$11.89	\$0.00	\$44.24
	06/01/2021	\$24.50	\$7.85	\$11.89	\$0.00	\$44.24
	12/01/2021	\$24.50	\$7.85	\$11.89	\$0.00	\$44.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE III</i>	03/01/2016	\$32.60	\$8.55	\$14.42	\$0.00	\$55.57

Apprentice - FLOORCOVERER - Local 2168 Zone III**Effective Date -** 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.30	\$8.55	\$1.20	\$0.00	\$26.05
2	55	\$17.93	\$8.55	\$1.20	\$0.00	\$27.68
3	60	\$19.56	\$8.55	\$10.82	\$0.00	\$38.93
4	65	\$21.19	\$8.55	\$10.82	\$0.00	\$40.56
5	70	\$22.82	\$8.55	\$12.02	\$0.00	\$43.39
6	75	\$24.45	\$8.55	\$12.02	\$0.00	\$45.02
7	80	\$26.08	\$8.55	\$13.22	\$0.00	\$47.85
8	85	\$27.71	\$8.55	\$13.22	\$0.00	\$49.48

Notes: Steps are 750 hrs.

% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$24.42/ 3&4 \$28.84/ 5&6 \$43.39/ 7&8 \$47.85

Apprentice to Journeyworker Ratio:1:1**FORK LIFT***OPERATING ENGINEERS LOCAL 98*

12/01/2018	\$34.48	\$11.44	\$13.81	\$0.00	\$59.73
06/01/2019	\$34.99	\$11.44	\$14.08	\$0.00	\$60.51
12/01/2019	\$35.59	\$11.44	\$14.35	\$0.00	\$61.38

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS*OPERATING ENGINEERS LOCAL 98*

12/01/2018	\$31.03	\$11.44	\$13.81	\$0.00	\$56.28
06/01/2019	\$31.54	\$11.44	\$14.08	\$0.00	\$57.06
12/01/2019	\$32.14	\$11.44	\$14.35	\$0.00	\$57.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)*GLAZIERS LOCAL 1333*

06/01/2018	\$37.18	\$10.40	\$9.35	\$0.00	\$56.93
06/01/2019	\$38.18	\$10.60	\$9.90	\$0.00	\$58.68
06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.59	\$10.40	\$1.60	\$0.00	\$30.59
2	56	\$20.91	\$10.40	\$1.60	\$0.00	\$32.91
3	63	\$23.24	\$10.40	\$2.10	\$0.00	\$35.74
4	69	\$25.56	\$10.40	\$2.10	\$0.00	\$38.06
5	75	\$27.89	\$10.40	\$2.60	\$0.00	\$40.89
6	81	\$30.21	\$10.40	\$2.60	\$0.00	\$43.21
7	88	\$32.53	\$10.40	\$9.35	\$0.00	\$52.28
8	94	\$34.86	\$10.40	\$9.35	\$0.00	\$54.61

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.09	\$10.60	\$1.80	\$0.00	\$31.49
2	56	\$21.48	\$10.60	\$1.80	\$0.00	\$33.88
3	63	\$23.86	\$10.60	\$2.40	\$0.00	\$36.86
4	69	\$26.25	\$10.60	\$2.40	\$0.00	\$39.25
5	75	\$28.64	\$10.60	\$2.90	\$0.00	\$42.14
6	81	\$31.02	\$10.60	\$2.90	\$0.00	\$44.52
7	88	\$33.41	\$10.60	\$9.90	\$0.00	\$53.91
8	94	\$35.79	\$10.60	\$9.90	\$0.00	\$56.29

Notes:

Apprentice to Journeyworker Ratio:1:3

GRADER/TRENCHING MACHINE/DERRICK OPERATING ENGINEERS LOCAL 98	12/01/2018	\$34.79	\$11.44	\$13.81	\$0.00	\$60.04
	06/01/2019	\$35.30	\$11.44	\$14.08	\$0.00	\$60.82
	12/01/2019	\$35.90	\$11.44	\$14.35	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	01/01/2019	\$34.74	\$10.64	\$16.22	\$1.77	\$63.37
	07/01/2019	\$35.74	\$10.64	\$16.22	\$1.77	\$64.37
	01/01/2020	\$36.99	\$10.64	\$16.22	\$1.77	\$65.62
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 7	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	01/01/2019	\$34.74	\$10.64	\$16.22	\$1.77	\$63.37
	07/01/2019	\$35.74	\$10.64	\$16.22	\$1.77	\$64.37
	01/01/2020	\$36.99	\$10.64	\$16.22	\$1.77	\$65.62
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 104	03/17/2019	\$40.21	\$8.75	\$16.35	\$0.00	\$65.31
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2019	\$40.21	\$8.75	\$16.35	\$0.00	\$65.31
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2018	\$31.75	\$7.85	\$11.89	\$0.00	\$51.49
	06/01/2019	\$32.54	\$7.85	\$11.89	\$0.00	\$52.28
	12/01/2019	\$33.33	\$7.85	\$11.89	\$0.00	\$53.07
	06/01/2020	\$34.14	\$7.85	\$11.89	\$0.00	\$53.88
	12/01/2020	\$34.95	\$7.85	\$11.89	\$0.00	\$54.69
	06/01/2021	\$35.79	\$7.85	\$11.89	\$0.00	\$55.53
	12/01/2021	\$36.62	\$7.85	\$11.89	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2018	\$37.67	\$12.50	\$15.60	\$0.00	\$65.77
	09/01/2019	\$39.67	\$12.50	\$15.60	\$0.00	\$67.77

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

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.84	\$12.50	\$11.40	\$0.00	\$42.74
2	60	\$22.60	\$12.50	\$12.24	\$0.00	\$47.34
3	70	\$26.37	\$12.50	\$13.08	\$0.00	\$51.95
4	80	\$30.14	\$12.50	\$13.92	\$0.00	\$56.56

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.84	\$12.50	\$11.40	\$0.00	\$43.74
2	60	\$23.80	\$12.50	\$12.24	\$0.00	\$48.54
3	70	\$27.77	\$12.50	\$13.08	\$0.00	\$53.35
4	80	\$31.74	\$12.50	\$13.92	\$0.00	\$58.16

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)</i>	03/16/2019	\$34.56	\$8.00	\$20.40	\$0.00	\$62.96
	09/16/2019	\$35.46	\$8.00	\$20.40	\$0.00	\$63.86
	03/16/2020	\$36.31	\$8.00	\$20.40	\$0.00	\$64.71
	09/16/2020	\$37.21	\$8.00	\$20.40	\$0.00	\$65.61
	03/16/2021	\$38.06	\$8.00	\$20.40	\$0.00	\$66.46

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Springfield
Effective Date - 03/16/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.74	\$8.00	\$20.40	\$0.00	\$49.14
2	70	\$24.19	\$8.00	\$20.40	\$0.00	\$52.59
3	75	\$25.92	\$8.00	\$20.40	\$0.00	\$54.32
4	80	\$27.65	\$8.00	\$20.40	\$0.00	\$56.05
5	85	\$29.38	\$8.00	\$20.40	\$0.00	\$57.78
6	90	\$31.10	\$8.00	\$20.40	\$0.00	\$59.50

Effective Date - 09/16/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.28	\$8.00	\$20.40	\$0.00	\$49.68
2	70	\$24.82	\$8.00	\$20.40	\$0.00	\$53.22
3	75	\$26.60	\$8.00	\$20.40	\$0.00	\$55.00
4	80	\$28.37	\$8.00	\$20.40	\$0.00	\$56.77
5	85	\$30.14	\$8.00	\$20.40	\$0.00	\$58.54
6	90	\$31.91	\$8.00	\$20.40	\$0.00	\$60.31

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR	12/03/2018	\$31.25	\$7.85	\$13.91	\$0.00	\$53.01
LABORERS - ZONE 3 (BUILDING & SITE)	06/03/2019	\$32.06	\$7.85	\$13.91	\$0.00	\$53.82
	12/02/2019	\$32.87	\$7.85	\$13.91	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
LABORER	12/03/2018	\$31.00	\$7.85	\$13.91	\$0.00	\$52.76
LABORERS - ZONE 3 (BUILDING & SITE)	06/03/2019	\$31.81	\$7.85	\$13.91	\$0.00	\$53.57
	12/02/2019	\$32.62	\$7.85	\$13.91	\$0.00	\$54.38

Classification

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

Apprentice - *LABORER - Zone 3 Building & Site*

Effective Date - 12/03/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.60	\$7.85	\$13.91	\$0.00	\$40.36
2	70	\$21.70	\$7.85	\$13.91	\$0.00	\$43.46
3	80	\$24.80	\$7.85	\$13.91	\$0.00	\$46.56
4	90	\$27.90	\$7.85	\$13.91	\$0.00	\$49.66

Effective Date - 06/03/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.09	\$7.85	\$13.91	\$0.00	\$40.85
2	70	\$22.27	\$7.85	\$13.91	\$0.00	\$44.03
3	80	\$25.45	\$7.85	\$13.91	\$0.00	\$47.21
4	90	\$28.63	\$7.85	\$13.91	\$0.00	\$50.39

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2018	\$31.00	\$7.85	\$11.89	\$0.00	\$50.74
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2019	\$31.79	\$7.85	\$11.89	\$0.00	\$51.53
	12/01/2019	\$32.58	\$7.85	\$11.89	\$0.00	\$52.32
	06/01/2020	\$33.39	\$7.85	\$11.89	\$0.00	\$53.13
	12/01/2020	\$34.20	\$7.85	\$11.89	\$0.00	\$53.94
	06/01/2021	\$35.04	\$7.85	\$11.89	\$0.00	\$54.78
	12/01/2021	\$35.87	\$7.85	\$11.89	\$0.00	\$55.61

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - LABORER (Heavy & Highway) - Zone 3

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.60	\$7.85	\$11.89	\$0.00	\$38.34
2	70	\$21.70	\$7.85	\$11.89	\$0.00	\$41.44
3	80	\$24.80	\$7.85	\$11.89	\$0.00	\$44.54
4	90	\$27.90	\$7.85	\$11.89	\$0.00	\$47.64

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.07	\$7.85	\$11.89	\$0.00	\$38.81
2	70	\$22.25	\$7.85	\$11.89	\$0.00	\$41.99
3	80	\$25.43	\$7.85	\$11.89	\$0.00	\$45.17
4	90	\$28.61	\$7.85	\$11.89	\$0.00	\$48.35

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 3 (BUILDING & SITE)	12/03/2018	\$31.00	\$7.85	\$13.91	\$0.00	\$52.76
	06/03/2019	\$31.81	\$7.85	\$13.91	\$0.00	\$53.57
	12/02/2019	\$32.62	\$7.85	\$13.91	\$0.00	\$54.38
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 3 (BUILDING & SITE)	12/03/2018	\$31.25	\$7.85	\$13.91	\$0.00	\$53.01
	06/03/2019	\$32.06	\$7.85	\$13.91	\$0.00	\$53.82
	12/02/2019	\$32.87	\$7.85	\$13.91	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2018	\$31.10	\$7.85	\$13.91	\$0.00	\$52.86
	06/01/2019	\$31.91	\$7.85	\$13.91	\$0.00	\$53.67
	12/01/2019	\$32.72	\$7.85	\$13.91	\$0.00	\$54.48
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER LABORERS - ZONE 3 (BUILDING & SITE)	12/03/2018	\$32.00	\$7.85	\$13.91	\$0.00	\$53.76
	06/03/2019	\$32.81	\$7.85	\$13.91	\$0.00	\$54.57
	12/02/2019	\$33.62	\$7.85	\$13.91	\$0.00	\$55.38
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2018	\$31.25	\$7.85	\$11.89	\$0.00	\$50.99
	06/01/2019	\$32.04	\$7.85	\$11.89	\$0.00	\$51.78
	12/01/2019	\$32.83	\$7.85	\$11.89	\$0.00	\$52.57
	06/01/2020	\$33.64	\$7.85	\$11.89	\$0.00	\$53.38
	12/01/2020	\$34.45	\$7.85	\$11.89	\$0.00	\$54.19
	06/01/2021	\$35.29	\$7.85	\$11.89	\$0.00	\$55.03
	12/01/2021	\$36.12	\$7.85	\$11.89	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 3 (BUILDING & SITE)	12/03/2018	\$31.00	\$7.85	\$13.91	\$0.00	\$52.76
	06/03/2019	\$31.81	\$7.85	\$13.91	\$0.00	\$53.57
	12/02/2019	\$32.62	\$7.85	\$13.91	\$0.00	\$54.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER	12/03/2018	\$31.00	\$7.85	\$13.91	\$0.00	\$52.76
LABORERS - ZONE 3 (BUILDING & SITE)	06/03/2019	\$31.81	\$7.85	\$13.91	\$0.00	\$53.57
	12/02/2019	\$32.62	\$7.85	\$13.91	\$0.00	\$54.38
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR	12/03/2018	\$31.25	\$7.85	\$13.91	\$0.00	\$53.01
LABORERS - ZONE 3 (BUILDING & SITE)	06/03/2019	\$32.06	\$7.85	\$13.91	\$0.00	\$53.82
	12/02/2019	\$32.87	\$7.85	\$13.91	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	12/01/2018	\$31.25	\$7.85	\$11.89	\$0.00	\$50.99
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2019	\$32.04	\$7.85	\$11.89	\$0.00	\$51.78
	12/01/2019	\$32.83	\$7.85	\$11.89	\$0.00	\$52.57
	06/01/2020	\$33.64	\$7.85	\$11.89	\$0.00	\$53.38
	12/01/2020	\$34.45	\$7.85	\$11.89	\$0.00	\$54.19
	06/01/2021	\$35.29	\$7.85	\$11.89	\$0.00	\$55.03
	12/01/2021	\$36.12	\$7.85	\$11.89	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS	02/01/2019	\$34.67	\$10.75	\$18.26	\$0.00	\$63.68
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2019	\$35.67	\$10.75	\$18.37	\$0.00	\$64.79
	02/01/2020	\$36.17	\$10.75	\$18.37	\$0.00	\$65.29
	08/01/2020	\$37.17	\$10.75	\$18.49	\$0.00	\$66.41
	02/01/2021	\$37.67	\$10.75	\$18.49	\$0.00	\$66.91
	08/01/2021	\$38.67	\$10.75	\$18.62	\$0.00	\$68.04
	02/01/2022	\$39.12	\$10.75	\$18.62	\$0.00	\$68.49

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

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.34	\$10.75	\$18.26	\$0.00	\$46.35
2	60	\$20.80	\$10.75	\$18.26	\$0.00	\$49.81
3	70	\$24.27	\$10.75	\$18.26	\$0.00	\$53.28
4	80	\$27.74	\$10.75	\$18.26	\$0.00	\$56.75
5	90	\$31.20	\$10.75	\$18.26	\$0.00	\$60.21

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.84	\$10.75	\$18.37	\$0.00	\$46.96
2	60	\$21.40	\$10.75	\$18.37	\$0.00	\$50.52
3	70	\$24.97	\$10.75	\$18.37	\$0.00	\$54.09
4	80	\$28.54	\$10.75	\$18.37	\$0.00	\$57.66
5	90	\$32.10	\$10.75	\$18.37	\$0.00	\$61.22

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 <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>						
See "BRICK/STONE/ARTIFICIAL MASONRY(INCL.MASONRY WATERPROOFING)						
MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$34.79	\$11.44	\$13.81	\$0.00	\$60.04
	06/01/2019	\$35.30	\$11.44	\$14.08	\$0.00	\$60.82
	12/01/2019	\$35.90	\$11.44	\$14.35	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANIC/WELDER/BOOM TRUCK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$34.26	\$11.44	\$13.81	\$0.00	\$59.51
	06/01/2019	\$34.77	\$11.44	\$14.08	\$0.00	\$60.29
	12/01/2019	\$35.37	\$11.44	\$14.35	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) <i>MILLWRIGHTS LOCAL 1121 - Zone 3</i>	04/01/2019	\$37.11	\$9.90	\$18.50	\$0.00	\$65.51

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.41	\$9.90	\$5.31	\$0.00	\$35.62
2	65	\$24.12	\$9.90	\$15.13	\$0.00	\$49.15
3	75	\$27.83	\$9.90	\$16.10	\$0.00	\$53.83
4	85	\$31.54	\$9.90	\$17.06	\$0.00	\$58.50

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/03/2018	\$31.25	\$7.85	\$13.91	\$0.00	\$53.01
	06/03/2019	\$32.06	\$7.85	\$13.91	\$0.00	\$53.82
	12/02/2019	\$32.87	\$7.85	\$13.91	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
OILER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$29.95	\$11.44	\$13.81	\$0.00	\$55.20
	06/01/2019	\$30.46	\$11.44	\$14.08	\$0.00	\$55.98
	12/01/2019	\$31.06	\$11.44	\$14.35	\$0.00	\$56.85
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$27.97	\$11.44	\$13.81	\$0.00	\$53.22
	06/01/2019	\$28.48	\$11.44	\$14.08	\$0.00	\$54.00
	12/01/2019	\$29.08	\$11.44	\$14.35	\$0.00	\$54.87
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

Classification

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

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SIGN, PICTORIAL & DISPLAY)	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
PAINTERS LOCAL 35 - ZONE 3						

Apprentice - PAINTER SIGN - Local 35 Zone 3**Effective Date - 06/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2019	\$33.73	\$8.15	\$16.95	\$0.00	\$58.83
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3	07/01/2019	\$34.83	\$8.15	\$16.95	\$0.00	\$59.93
	01/01/2020	\$35.93	\$8.15	\$16.95	\$0.00	\$61.03
	07/01/2020	\$37.03	\$8.15	\$16.95	\$0.00	\$62.13
	01/01/2021	\$38.13	\$8.15	\$16.95	\$0.00	\$63.23

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.87	\$8.15	\$0.00	\$0.00	\$25.02
2	55	\$18.55	\$8.15	\$3.49	\$0.00	\$30.19
3	60	\$20.24	\$8.15	\$3.81	\$0.00	\$32.20
4	65	\$21.92	\$8.15	\$4.13	\$0.00	\$34.20
5	70	\$23.61	\$8.15	\$15.05	\$0.00	\$46.81
6	75	\$25.30	\$8.15	\$15.36	\$0.00	\$48.81
7	80	\$26.98	\$8.15	\$15.68	\$0.00	\$50.81
8	90	\$30.36	\$8.15	\$16.32	\$0.00	\$54.83

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.42	\$8.15	\$0.00	\$0.00	\$25.57
2	55	\$19.16	\$8.15	\$3.49	\$0.00	\$30.80
3	60	\$20.90	\$8.15	\$3.81	\$0.00	\$32.86
4	65	\$22.64	\$8.15	\$4.13	\$0.00	\$34.92
5	70	\$24.38	\$8.15	\$15.05	\$0.00	\$47.58
6	75	\$26.12	\$8.15	\$15.36	\$0.00	\$49.63
7	80	\$27.86	\$8.15	\$15.68	\$0.00	\$51.69
8	90	\$31.35	\$8.15	\$16.32	\$0.00	\$55.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2019	\$31.05	\$8.15	\$16.95	\$0.00	\$56.15
PAINTERS LOCAL 35 - ZONE 3	07/01/2019	\$32.15	\$8.15	\$16.95	\$0.00	\$57.25
	01/01/2020	\$33.25	\$8.15	\$16.95	\$0.00	\$58.35
	07/01/2020	\$34.35	\$8.15	\$16.95	\$0.00	\$59.45
	01/01/2021	\$35.45	\$8.15	\$16.95	\$0.00	\$60.55

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.53	\$8.15	\$0.00	\$0.00	\$23.68
2	55	\$17.08	\$8.15	\$3.49	\$0.00	\$28.72
3	60	\$18.63	\$8.15	\$3.81	\$0.00	\$30.59
4	65	\$20.18	\$8.15	\$4.13	\$0.00	\$32.46
5	70	\$21.74	\$8.15	\$15.05	\$0.00	\$44.94
6	75	\$23.29	\$8.15	\$15.36	\$0.00	\$46.80
7	80	\$24.84	\$8.15	\$15.68	\$0.00	\$48.67
8	90	\$27.95	\$8.15	\$16.32	\$0.00	\$52.42

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.08	\$8.15	\$0.00	\$0.00	\$24.23
2	55	\$17.68	\$8.15	\$3.49	\$0.00	\$29.32
3	60	\$19.29	\$8.15	\$3.81	\$0.00	\$31.25
4	65	\$20.90	\$8.15	\$4.13	\$0.00	\$33.18
5	70	\$22.51	\$8.15	\$15.05	\$0.00	\$45.71
6	75	\$24.11	\$8.15	\$15.36	\$0.00	\$47.62
7	80	\$25.72	\$8.15	\$15.68	\$0.00	\$49.55
8	90	\$28.94	\$8.15	\$16.32	\$0.00	\$53.41

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 3*

01/01/2019	\$32.33	\$8.15	\$16.95	\$0.00	\$57.43
07/01/2019	\$34.43	\$8.15	\$16.95	\$0.00	\$59.53
01/01/2020	\$34.53	\$8.15	\$16.95	\$0.00	\$59.63
07/01/2020	\$35.63	\$8.15	\$16.95	\$0.00	\$60.73
01/01/2021	\$36.73	\$8.15	\$16.95	\$0.00	\$61.83

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.17	\$8.15	\$0.00	\$0.00	\$24.32
2	55	\$17.78	\$8.15	\$3.49	\$0.00	\$29.42
3	60	\$19.40	\$8.15	\$3.81	\$0.00	\$31.36
4	65	\$21.01	\$8.15	\$4.13	\$0.00	\$33.29
5	70	\$22.63	\$8.15	\$15.05	\$0.00	\$45.83
6	75	\$24.25	\$8.15	\$15.36	\$0.00	\$47.76
7	80	\$25.86	\$8.15	\$15.68	\$0.00	\$49.69
8	90	\$29.10	\$8.15	\$16.32	\$0.00	\$53.57

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.22	\$8.15	\$0.00	\$0.00	\$25.37
2	55	\$18.94	\$8.15	\$3.49	\$0.00	\$30.58
3	60	\$20.66	\$8.15	\$3.81	\$0.00	\$32.62
4	65	\$22.38	\$8.15	\$4.13	\$0.00	\$34.66
5	70	\$24.10	\$8.15	\$15.05	\$0.00	\$47.30
6	75	\$25.82	\$8.15	\$15.36	\$0.00	\$49.33
7	80	\$27.54	\$8.15	\$15.68	\$0.00	\$51.37
8	90	\$30.99	\$8.15	\$16.32	\$0.00	\$55.46

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)

PAINTERS LOCAL 35 - ZONE 3

01/01/2019	\$29.65	\$8.15	\$16.95	\$0.00	\$54.75
07/01/2019	\$30.81	\$8.15	\$16.95	\$0.00	\$55.91
01/01/2020	\$31.85	\$8.15	\$16.95	\$0.00	\$56.95
07/01/2020	\$32.95	\$8.15	\$16.95	\$0.00	\$58.05
01/01/2021	\$34.05	\$8.15	\$16.95	\$0.00	\$59.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$14.83	\$8.15	\$0.00	\$0.00	\$22.98
2	55	\$16.31	\$8.15	\$3.49	\$0.00	\$27.95
3	60	\$17.79	\$8.15	\$3.81	\$0.00	\$29.75
4	65	\$19.27	\$8.15	\$4.13	\$0.00	\$31.55
5	70	\$20.76	\$8.15	\$15.05	\$0.00	\$43.96
6	75	\$22.24	\$8.15	\$15.36	\$0.00	\$45.75
7	80	\$23.72	\$8.15	\$15.68	\$0.00	\$47.55
8	90	\$26.69	\$8.15	\$16.32	\$0.00	\$51.16

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.41	\$8.15	\$0.00	\$0.00	\$23.56
2	55	\$16.95	\$8.15	\$3.49	\$0.00	\$28.59
3	60	\$18.49	\$8.15	\$3.81	\$0.00	\$30.45
4	65	\$20.03	\$8.15	\$4.13	\$0.00	\$32.31
5	70	\$21.57	\$8.15	\$15.05	\$0.00	\$44.77
6	75	\$23.11	\$8.15	\$15.36	\$0.00	\$46.62
7	80	\$24.65	\$8.15	\$15.68	\$0.00	\$48.48
8	90	\$27.73	\$8.15	\$16.32	\$0.00	\$52.20

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2018	\$31.00	\$7.85	\$11.89	\$0.00	\$50.74
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2019	\$31.79	\$7.85	\$11.89	\$0.00	\$51.53
	12/01/2019	\$32.58	\$7.85	\$11.89	\$0.00	\$52.32
	06/01/2020	\$33.39	\$7.85	\$11.89	\$0.00	\$53.13
	12/01/2020	\$34.20	\$7.85	\$11.89	\$0.00	\$53.94
	06/01/2021	\$35.04	\$7.85	\$11.89	\$0.00	\$54.78
	12/01/2021	\$35.87	\$7.85	\$11.89	\$0.00	\$55.61

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

PANEL & PICKUP TRUCKS DRIVER	12/01/2018	\$33.08	\$11.91	\$12.70	\$0.00	\$57.69
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2019	\$34.08	\$11.91	\$12.70	\$0.00	\$58.69
	08/01/2019	\$34.08	\$12.41	\$12.70	\$0.00	\$59.19
	12/01/2019	\$34.08	\$12.41	\$13.72	\$0.00	\$60.21
	06/01/2020	\$34.98	\$12.41	\$13.72	\$0.00	\$61.11
	08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
	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)	08/01/2018	\$41.57	\$9.90	\$21.15	\$0.00	\$72.62
PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2019	\$43.79	\$9.90	\$21.15	\$0.00	\$74.84
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2018	\$41.57	\$9.90	\$21.15	\$0.00	\$72.62
PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2019	\$43.79	\$9.90	\$21.15	\$0.00	\$74.84

Apprentice - PILE DRIVER - Local 56 Zone 3

Effective Date - 08/01/2018

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\$54.34/2\$58.99/3\$63.65/4\$65.98/5\$68.31/6\$68.31/7\$72.96/8\$72.96

Apprentice to Journeyworker Ratio:1:5

PIPELAYER	12/03/2018	\$31.25	\$7.85	\$13.91	\$0.00	\$53.01
LABORERS - ZONE 3 (BUILDING & SITE)	06/03/2019	\$32.06	\$7.85	\$13.91	\$0.00	\$53.82
	12/02/2019	\$32.87	\$7.85	\$13.91	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY)	12/01/2018	\$31.25	\$7.85	\$11.89	\$0.00	\$50.99
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2019	\$32.04	\$7.85	\$11.89	\$0.00	\$51.78
	12/01/2019	\$32.83	\$7.85	\$11.89	\$0.00	\$52.57
	06/01/2020	\$33.64	\$7.85	\$11.89	\$0.00	\$53.38
	12/01/2020	\$34.45	\$7.85	\$11.89	\$0.00	\$54.19
	06/01/2021	\$35.29	\$7.85	\$11.89	\$0.00	\$55.03
	12/01/2021	\$36.12	\$7.85	\$11.89	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBER & PIPEFITTER	03/17/2019	\$40.21	\$8.75	\$16.35	\$0.00	\$65.31
PLUMBERS & PIPEFITTERS LOCAL 104						

Apprentice - PLUMBER/PIPEFITTER - Local 104

Effective Date - 03/17/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.09	\$8.75	\$9.60	\$0.00	\$36.44
2	50	\$20.11	\$8.75	\$9.60	\$0.00	\$38.46
3	55	\$22.12	\$8.75	\$9.60	\$0.00	\$40.47
4	60	\$24.13	\$8.75	\$9.60	\$0.00	\$42.48
5	65	\$26.14	\$8.75	\$9.60	\$0.00	\$44.49
6	70	\$28.15	\$8.75	\$9.60	\$0.00	\$46.50
7	75	\$30.16	\$8.75	\$9.60	\$0.00	\$48.51
8	80	\$32.17	\$8.75	\$9.60	\$0.00	\$50.52
9	80	\$32.17	\$8.75	\$16.35	\$0.00	\$57.27
10	80	\$32.17	\$8.75	\$16.35	\$0.00	\$57.27

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

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2019	\$40.21	\$8.75	\$16.35	\$0.00	\$65.31
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2018	\$31.25	\$7.85	\$11.89	\$0.00	\$50.99
	06/01/2019	\$32.04	\$7.85	\$11.89	\$0.00	\$51.78
	12/01/2019	\$32.83	\$7.85	\$11.89	\$0.00	\$52.57
	06/01/2020	\$33.64	\$7.85	\$11.89	\$0.00	\$53.38
	12/01/2020	\$34.45	\$7.85	\$11.89	\$0.00	\$54.19
	06/01/2021	\$35.29	\$7.85	\$11.89	\$0.00	\$55.03
	12/01/2021	\$36.12	\$7.85	\$11.89	\$0.00	\$55.86

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

POWDERMAN & BLASTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/03/2018	\$32.00	\$7.85	\$13.91	\$0.00	\$53.76
	06/03/2019	\$32.81	\$7.85	\$13.91	\$0.00	\$54.57
	12/02/2019	\$33.62	\$7.85	\$13.91	\$0.00	\$55.38

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2018	\$32.00	\$7.85	\$11.89	\$0.00	\$51.74
	06/01/2019	\$32.79	\$7.85	\$11.89	\$0.00	\$52.53
	12/01/2019	\$33.58	\$7.85	\$11.89	\$0.00	\$53.32
	06/01/2020	\$34.39	\$7.85	\$11.89	\$0.00	\$54.13
	12/01/2020	\$35.20	\$7.85	\$11.89	\$0.00	\$54.94
	06/01/2021	\$36.04	\$7.85	\$11.89	\$0.00	\$55.78
	12/01/2021	\$36.87	\$7.85	\$11.89	\$0.00	\$56.61

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

PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$34.79	\$11.44	\$13.81	\$0.00	\$60.04
	06/01/2019	\$35.30	\$11.44	\$14.08	\$0.00	\$60.82
	12/01/2019	\$35.90	\$11.44	\$14.35	\$0.00	\$61.69

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$34.26	\$11.44	\$13.81	\$0.00	\$59.51
	06/01/2019	\$34.77	\$11.44	\$14.08	\$0.00	\$60.29
	12/01/2019	\$35.37	\$11.44	\$14.35	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 404</i>	05/01/2016	\$21.01	\$10.23	\$9.40	\$0.00	\$40.64
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/03/2018	\$31.25	\$7.85	\$13.91	\$0.00	\$53.01
	06/03/2019	\$32.06	\$7.85	\$13.91	\$0.00	\$53.82
	12/02/2019	\$32.87	\$7.85	\$13.91	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$33.65	\$11.44	\$13.81	\$0.00	\$58.90
	06/01/2019	\$34.16	\$11.44	\$14.08	\$0.00	\$59.68
	12/01/2019	\$34.76	\$11.44	\$14.35	\$0.00	\$60.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	07/16/2018	\$32.31	\$10.00	\$15.10	\$0.00	\$57.41
	07/16/2019	\$33.96	\$10.00	\$15.20	\$0.00	\$59.16
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roof Waterproofng &Roof Damproofg) <i>ROOFERS LOCAL 248</i>	07/16/2018	\$31.81	\$10.00	\$14.60	\$0.00	\$56.41
	07/16/2019	\$33.46	\$10.00	\$14.70	\$0.00	\$58.16

Apprentice - ROOFER - Local 248

Effective Date - 07/16/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.09	\$10.00	\$0.00	\$0.00	\$29.09
2	65	\$20.68	\$10.00	\$14.60	\$0.00	\$45.28
3	70	\$22.27	\$10.00	\$14.60	\$0.00	\$46.87
4	75	\$23.86	\$10.00	\$14.60	\$0.00	\$48.46
5	80	\$25.45	\$10.00	\$14.60	\$0.00	\$50.05
6	85	\$27.04	\$10.00	\$14.60	\$0.00	\$51.64
7	90	\$28.63	\$10.00	\$14.60	\$0.00	\$53.23
8	95	\$30.22	\$10.00	\$14.60	\$0.00	\$54.82

Notes:

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

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 248</i>	07/16/2018	\$32.31	\$10.00	\$15.10	\$0.00	\$57.41
	07/16/2019	\$33.96	\$10.00	\$15.20	\$0.00	\$59.16
For apprentice rates see "Apprentice- ROOFER"						
SCRAPER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$34.26	\$11.44	\$13.81	\$0.00	\$59.51
	06/01/2019	\$34.77	\$11.44	\$14.08	\$0.00	\$60.29
	12/01/2019	\$35.37	\$11.44	\$14.35	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$33.65	\$11.44	\$13.81	\$0.00	\$58.90
	06/01/2019	\$34.16	\$11.44	\$14.08	\$0.00	\$59.68
	12/01/2019	\$34.76	\$11.44	\$14.35	\$0.00	\$60.55
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>	12/01/2018	\$31.03	\$11.44	\$13.81	\$0.00	\$56.28
	06/01/2019	\$31.54	\$11.44	\$14.08	\$0.00	\$57.06
	12/01/2019	\$32.14	\$11.44	\$14.35	\$0.00	\$57.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2019	\$34.74	\$10.64	\$16.22	\$1.77	\$63.37
	07/01/2019	\$35.74	\$10.64	\$16.22	\$1.77	\$64.37
	01/01/2020	\$36.99	\$10.64	\$16.22	\$1.77	\$65.62

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$15.63	\$6.21	\$4.67	\$0.00	\$26.51
2	50	\$17.37	\$6.55	\$5.19	\$0.00	\$29.11
3	55	\$19.11	\$6.88	\$9.33	\$1.06	\$36.38
4	60	\$20.84	\$7.22	\$9.33	\$1.12	\$38.51
5	65	\$22.58	\$7.55	\$9.33	\$1.18	\$40.64
6	70	\$24.32	\$7.88	\$9.33	\$1.25	\$42.78
7	75	\$26.06	\$8.22	\$9.33	\$1.31	\$44.92
8	80	\$27.79	\$9.30	\$15.18	\$1.57	\$53.84
9	85	\$29.53	\$9.64	\$15.18	\$1.63	\$55.98
10	90	\$31.27	\$9.98	\$15.18	\$1.69	\$58.12

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$16.08	\$6.21	\$4.67	\$0.00	\$26.96
2	50	\$17.87	\$6.55	\$5.19	\$0.00	\$29.61
3	55	\$19.66	\$6.88	\$9.33	\$1.08	\$36.95
4	60	\$21.44	\$7.22	\$9.33	\$1.14	\$39.13
5	65	\$23.23	\$7.55	\$9.33	\$1.20	\$41.31
6	70	\$25.02	\$7.88	\$9.33	\$1.27	\$43.50
7	75	\$26.81	\$8.22	\$9.33	\$1.33	\$45.69
8	80	\$28.59	\$9.30	\$15.18	\$1.59	\$54.66
9	85	\$30.38	\$9.64	\$15.18	\$1.66	\$56.86
10	90	\$32.17	\$9.98	\$15.18	\$1.72	\$59.05

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
	06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	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>	12/01/2018	\$33.83	\$11.91	\$12.70	\$0.00	\$58.44
	06/01/2019	\$34.83	\$11.91	\$12.70	\$0.00	\$59.44
	08/01/2019	\$34.83	\$12.41	\$12.70	\$0.00	\$59.94
	12/01/2019	\$34.83	\$12.41	\$13.72	\$0.00	\$60.96
	06/01/2020	\$35.73	\$12.41	\$13.72	\$0.00	\$61.86
	08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	01/01/2019	\$41.51	\$10.02	\$13.08	\$0.00	\$64.61

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 01/01/2019

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

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 7</i>	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7**Effective Date -** 12/30/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.76	\$5.70	\$0.50	\$0.00	\$22.96
2	45	\$18.86	\$5.70	\$0.57	\$0.00	\$25.13
3	50	\$20.96	\$10.50	\$6.93	\$0.00	\$38.39
4	55	\$23.05	\$10.50	\$6.99	\$0.00	\$40.54
5	65	\$27.24	\$10.50	\$8.12	\$0.00	\$45.86
6	70	\$29.34	\$10.50	\$9.18	\$0.00	\$49.02

Effective Date - 06/30/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.06	\$5.85	\$0.51	\$0.00	\$23.42
2	45	\$19.20	\$5.85	\$0.58	\$0.00	\$25.63
3	50	\$21.33	\$10.75	\$6.94	\$0.00	\$39.02
4	55	\$23.46	\$10.75	\$7.00	\$0.00	\$41.21
5	65	\$27.73	\$10.75	\$8.13	\$0.00	\$46.61
6	70	\$29.86	\$10.75	\$9.20	\$0.00	\$49.81

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1**TERRAZZO FINISHERS***BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE*

02/01/2019	\$52.49	\$10.75	\$20.66	\$0.00	\$83.90
08/01/2019	\$53.84	\$10.75	\$20.80	\$0.00	\$85.39
02/01/2020	\$54.48	\$10.75	\$20.80	\$0.00	\$86.03
08/01/2020	\$55.83	\$10.75	\$20.95	\$0.00	\$87.53
02/01/2021	\$56.47	\$10.75	\$20.95	\$0.00	\$88.17
08/01/2021	\$57.87	\$10.75	\$21.11	\$0.00	\$89.73
02/01/2022	\$58.46	\$10.75	\$21.11	\$0.00	\$90.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.25	\$10.75	\$20.66	\$0.00	\$57.66
2	60	\$31.49	\$10.75	\$20.66	\$0.00	\$62.90
3	70	\$36.74	\$10.75	\$20.66	\$0.00	\$68.15
4	80	\$41.99	\$10.75	\$20.66	\$0.00	\$73.40
5	90	\$47.24	\$10.75	\$20.66	\$0.00	\$78.65

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.92	\$10.75	\$20.80	\$0.00	\$58.47
2	60	\$32.30	\$10.75	\$20.80	\$0.00	\$63.85
3	70	\$37.69	\$10.75	\$20.80	\$0.00	\$69.24
4	80	\$43.07	\$10.75	\$20.80	\$0.00	\$74.62
5	90	\$48.46	\$10.75	\$20.80	\$0.00	\$80.01

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC	02/01/2019	\$53.57	\$10.75	\$20.66	\$0.00	\$84.98
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2019	\$54.92	\$10.75	\$20.80	\$0.00	\$86.47
	02/01/2020	\$55.55	\$10.75	\$20.80	\$0.00	\$87.10
	08/01/2020	\$56.90	\$10.75	\$20.95	\$0.00	\$88.60
	02/01/2021	\$57.54	\$10.75	\$20.95	\$0.00	\$89.24
	08/01/2021	\$58.94	\$10.75	\$21.11	\$0.00	\$90.80
	02/01/2022	\$59.51	\$10.75	\$21.11	\$0.00	\$91.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.79	\$10.75	\$20.66	\$0.00	\$58.20
2	60	\$32.14	\$10.75	\$20.66	\$0.00	\$63.55
3	70	\$37.50	\$10.75	\$20.66	\$0.00	\$68.91
4	80	\$42.86	\$10.75	\$20.66	\$0.00	\$74.27
5	90	\$48.21	\$10.75	\$20.66	\$0.00	\$79.62

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.46	\$10.75	\$20.80	\$0.00	\$59.01
2	60	\$32.95	\$10.75	\$20.80	\$0.00	\$64.50
3	70	\$38.44	\$10.75	\$20.80	\$0.00	\$69.99
4	80	\$43.94	\$10.75	\$20.80	\$0.00	\$75.49
5	90	\$49.43	\$10.75	\$20.80	\$0.00	\$80.98

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER	12/01/2018	\$40.00	\$7.85	\$15.55	\$0.00	\$63.40
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$41.00	\$7.85	\$15.55	\$0.00	\$64.40
	12/01/2019	\$42.00	\$7.85	\$15.55	\$0.00	\$65.40
	06/01/2020	\$42.99	\$7.85	\$15.55	\$0.00	\$66.39
	12/01/2020	\$43.97	\$7.85	\$15.55	\$0.00	\$67.37
	06/01/2021	\$44.99	\$7.85	\$15.55	\$0.00	\$68.39
	12/01/2021	\$46.00	\$7.85	\$15.55	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER	12/01/2018	\$38.72	\$7.85	\$15.55	\$0.00	\$62.12
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.72	\$7.85	\$15.55	\$0.00	\$63.12
	12/01/2019	\$40.72	\$7.85	\$15.55	\$0.00	\$64.12
	06/01/2020	\$41.71	\$7.85	\$15.55	\$0.00	\$65.11
	12/01/2020	\$42.69	\$7.85	\$15.55	\$0.00	\$66.09
	06/01/2021	\$43.71	\$7.85	\$15.55	\$0.00	\$67.11
	12/01/2021	\$44.72	\$7.85	\$15.55	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2018	\$33.65	\$11.44	\$13.81	\$0.00	\$58.90
	06/01/2019	\$34.16	\$11.44	\$14.08	\$0.00	\$59.68
	12/01/2019	\$34.76	\$11.44	\$14.35	\$0.00	\$60.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$34.12	\$11.91	\$12.70	\$0.00	\$58.73
	06/01/2019	\$35.12	\$11.91	\$12.70	\$0.00	\$59.73
	08/01/2019	\$35.12	\$12.41	\$12.70	\$0.00	\$60.23
	12/01/2019	\$35.12	\$12.41	\$13.72	\$0.00	\$61.25
	06/01/2020	\$36.02	\$12.41	\$13.72	\$0.00	\$62.15
	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	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
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$50.88	\$7.85	\$15.95	\$0.00	\$74.68
	06/01/2019	\$51.88	\$7.85	\$15.95	\$0.00	\$75.68
	12/01/2019	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2020	\$53.87	\$7.85	\$15.95	\$0.00	\$77.67
	12/01/2020	\$54.85	\$7.85	\$15.95	\$0.00	\$78.65
	06/01/2021	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2021	\$56.88	\$7.85	\$15.95	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2019	\$53.88	\$7.85	\$15.95	\$0.00	\$77.68
	12/01/2019	\$54.88	\$7.85	\$15.95	\$0.00	\$78.68
	06/01/2020	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2020	\$56.85	\$7.85	\$15.95	\$0.00	\$80.65
	06/01/2021	\$57.87	\$7.85	\$15.95	\$0.00	\$81.67
	12/01/2021	\$58.88	\$7.85	\$15.95	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2018	\$42.95	\$7.85	\$15.95	\$0.00	\$66.75
	06/01/2019	\$43.95	\$7.85	\$15.95	\$0.00	\$67.75
	12/01/2019	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2020	\$45.94	\$7.85	\$15.95	\$0.00	\$69.74
	12/01/2020	\$46.92	\$7.85	\$15.95	\$0.00	\$70.72
	06/01/2021	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2021	\$48.95	\$7.85	\$15.95	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2018	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2019	\$45.95	\$7.85	\$15.95	\$0.00	\$69.75
	12/01/2019	\$46.95	\$7.85	\$15.95	\$0.00	\$70.75
	06/01/2020	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2020	\$48.92	\$7.85	\$15.95	\$0.00	\$72.72
	06/01/2021	\$49.94	\$7.85	\$15.95	\$0.00	\$73.74
	12/01/2021	\$50.95	\$7.85	\$15.95	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
	06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	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 & SITE)</i>	12/03/2018	\$31.25	\$7.85	\$13.91	\$0.00	\$53.01
	06/03/2019	\$32.06	\$7.85	\$13.91	\$0.00	\$53.82
	12/02/2019	\$32.87	\$7.85	\$13.91	\$0.00	\$54.63
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2018	\$31.25	\$7.85	\$11.89	\$0.00	\$50.99
	06/01/2019	\$32.04	\$7.85	\$11.89	\$0.00	\$51.78
	12/01/2019	\$32.83	\$7.85	\$11.89	\$0.00	\$52.57
	06/01/2020	\$33.64	\$7.85	\$11.89	\$0.00	\$53.38
	12/01/2020	\$34.45	\$7.85	\$11.89	\$0.00	\$54.19
	06/01/2021	\$35.29	\$7.85	\$11.89	\$0.00	\$55.03
	12/01/2021	\$36.12	\$7.85	\$11.89	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2019	\$40.21	\$8.75	\$16.35	\$0.00	\$65.31
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

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.

Conservation Commission Order of Conditions

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:

MassDEP File #:330-0355

eDEP Transaction #:1037456

City/Town:WEST SPRINGFIELD

A. General Information

1. Conservation Commission WEST SPRINGFIELD

2. Issuance a. ☒ OOC b. ☐ Amended OOC

3. Applicant Details

a. First Name

b. Last Name

c. Organization CITY OF WEST SPRINGFIELD AS IDENTIFIED IN "RELEASE OF ALL CLAIMS AGREEMENT" 12 JUNE 2014

d. Mailing Address 26 CENTRAL ST

e. City/Town WEST SPRINGFIELD f. State MA g. Zip Code 01089

4. Property Owner

a. First Name TIMOTHY M & SHEILA J

b. Last Name FOLEY

c. Organization

d. Mailing Address 100 BIRNIE AVE.

e. City/Town WEST SPRINGFIELD f. State MA g. Zip Code 01089

5. Project Location

a. Street Address 100 BIRNIE AVE

b. City/Town WEST SPRINGFIELD

c. Zip Code 01089

d. Assessors MAP 047 BLOCK 005

e. Parcel/Lot# LOT 22

f. Latitude 42.13456N

g. Longitude 72.65286W

6. Property recorded at the Registry of Deed for:

a. County

b. Certificate

c. Book

d. Page

HAMPDEN

6783

543

HAMPDEN

LR

20228

7. Dates

a. Date NOI Filed : 9/15/2017 b. Date Public Hearing Closed: 6/13/2018 c. Date Of Issuance: 8/2/2018

8. Final Approved Plans and Other Documents

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

**Massachusetts Department of Environmental
Protection**

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:

MassDEP File #:330-0355

eDEP Transaction #:1037456

City/Town: WEST SPRINGFIELD

?100 BIRNIE AVE.
GOLDINE BROOK
RESTORATION,
WEST
SPRINGFIELD,
MASSACHUSETTS?,
DATED JUNE 6, SWCA
2016, PREPARED ENVIRONMENTAL
BY SWCA CONSULTANTS
ENVIRONMENTAL
CONSULTANTS FOR
SHEILA FOLEY,
LAST REVISED 04-
06-2018, NEE FILE
16-4970
TOWN OF WEST
SPRINGFIELD,
GOLDINE BROOK
CULVERT AT
BIRNIE AVENUE,
SITE GRADING
PLAN AND
PROFILE? SHEETS
SU1.01, B1.01,
C1.01, C2.01-C2.03
DATED APRIL 2015,
REVISED
ALTHOUGH NOT ALFRED BENESCH
REFLECTED ON & COMPANY
PLAN NOR
STAMPED ON
APRIL 16, 2018,
PREPARED BY
BENESCH,
ENGINEERS,
(COMMISSION TO
BE PROVIDED
SIGNED AND
UPDATED PLAN
PRIOR TO START
OF WORK)

04-06-2018

April 16, 2018

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act

Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is

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significant to the following interests of the Wetlands Protection Act.

Check all that apply:

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

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

Approved subject to:

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

Denied because:

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

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

a. linear feet

Inland Resource Area Impacts:(For Approvals Only):

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	63 a. linear feet	b. linear feet	70 c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet

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Cubic Feet Flood Storage	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u> </u>	<u> </u>		
	a. square feet	b. square feet		
Cubic Feet Flood Storage	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input type="checkbox"/> Riverfront Area	<u> </u>	<u> </u>		
	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	g. square feet	h. square feet	i. square feet	j. square feet

Coastal Resource Area Impacts:

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

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21. ☐ Land Subject to Coastal Storm Flowage

c. c/y dredged d. c/y dredged

a. square feet b. square feet

22.

☐ Restoration/Enhancement (For Approvals Only)

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

a. square feet of BVW

b. square feet of Salt Marsh

23.

☐ Streams Crossing(s)

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

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects

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

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the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..

10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

" Massachusetts Department of Environmental Protection"
[or 'MassDEP']
File Number : "330-0355"

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

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order(the "Project") is (1) ☐ is not (2) ☒ subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
 - b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a

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Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
 - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in

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the O&M Plan approved by the issuing authority.

- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions:

SEE APPENDIX A SPECIAL CONDITIONS

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D. Findings Under Municipal Wetlands Bylaw or Ordinance

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

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

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

1. Municipal Ordinance or Bylaw _____

2. Citation _____

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

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

1. Municipal Ordinance or Bylaw _____

2. Citation _____

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

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

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E. Signatures

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

8/2/2018

1. Date of Original Order

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

4

2. Number of Signers

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

Signatures:



Kevin Cote



Daniel Hannoush



Virginia Danforth

Deana Maniscalchi



☐ by hand delivery on

☐ by certified mail, return receipt requested, on

Date

Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

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

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act

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(M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

G. Recording Information

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

WEST SPRINGFIELD

Conservation Commission

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

To:

WEST SPRINGFIELD

Conservation Commission

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

100 BIRNIE AVE

Project Location

330-0355

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner TIMOTHY M & SHEILA J FOLEY

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

Book

Page

In accordance with the Order of Conditions issued on:

Date

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

Instrument Number

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

Document Number

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Signature of Applicant

Rev. 4/1/2010

Appendix A, Special Conditions
DEP file # 330-0355
Birnie Avenue Goldine Brook Headwall and 100 Birnie Avenue
Two part Order: as outlined in "Release of All Claims" Agreement 12 June 2014

SC 19.) These Special Conditions do not supersede nor do they negate the requirements of the General Conditions on WPA form 5 Order of Conditions, 1-18. All successors and assigns in interest or control of the property subject to this Order of Conditions (hereinafter Order) and any contractor or other person performing work conditioned by this Order shall adhere to ALL applicable procedural and technical conditions in this Order. Property owners and applicants are responsible for adhering to this Order and representations made to the Conservation Commission in the process of obtaining this Order relative to how work will be performed. If the applicant fails to follow this Order and approved documents, that action may lead to enforcement proceedings by the Conservation Commission or other regulatory agencies.

SC 20.) Since the purpose of this review and Order of Conditions is to prevent, minimize and mitigate impacts upon the eight interests of the Wetlands Protection Act stated in 310 CMR 10, the applicant shall avoid any unauthorized impacts that will effect water quality, water supply and pollution prevention functions, storm damage prevention and flood control and wildlife habitat and fisheries protection. Therefore the applicant shall avoid site erosion, or any noticeable degradation of surface water quality discharging from the site. Any damage caused as a direct result of this project to any wetland resource areas shall be the responsibility of the applicant to repair or restore. Sediment reaching any resource area shall be considered fill of that wetland resource area. The applicant shall use Best Management Practices as outlined in "MASSACHUSETTS EROSION AND SEDIMENT CONTROL GUIDELINES FOR URBAN AND SUBURBAN AREAS, A Guide for Planners, Designers and Municipal Officials", Original Print: March 1997 *Reprint: May 2003*. This condition shall survive the expiration of this order and apply to all future owners of this or subdivided portions of this property. ***This condition is ongoing and does not expire upon completion of this project or the issuance of a Certificate of Compliance.***

SC 21.) The term "Applicant" as used in the Order of Conditions (the "Order"), shall refer to the parties described in the "Release of All Claims" Agreement signed between the City of West Springfield and Timothy Foley and Sheila Foley signed 12th day of June 2014, attached hereto as Exhibit "B". The agreement establishes responsibilities relative to the two projects along portions of Goldine Brook in the vicinity of 100 Birnie Avenue that are both subject to this Order of Conditions, DEP file # 330-0355. This Order shall apply to the owner, any successor in interest or successor in control of the property referenced in the Agreement, Notice of Intent, supporting documents and this Order. The Order shall apply to all successors in interest and successors in control.

SC 22.) **Prior to the start of any work**, the applicants shall submit a letter and or plans outlining coordination between the two projects relative to construction sequence, access, permitting compliance with Mass DEP or the Army Corps of Engineers if any are required, timing, methods, monitoring, completion and final stabilization.

SC 23.) The term "Plans" as used in the Order shall refer to the Plans entitled "100 Birnie Ave. Goldine Brook Restoration, West Springfield, Massachusetts", dated June 6, 2016, prepared by SWCA Environmental Consultants for Sheila Foley, last revised 04-06-2018, NEE File # 16-4970; and Town of West Springfield, Goldine Brook Culvert at Birnie Avenue, site

Appendix A, Special Conditions

DEP file # 330-0355

Birnie Avenue Goldline Brook Headwall and 100 Birnie Avenue

Two part Order: as outlined in "Release of All Claims" Agreement 12 June 2014

grading plan and profile" Sheet C1.01, dated April 2013, revised although not reflected on plan nor stamped on April 16, 2018, prepared by benesch, engineers, (Commission to be provided signed and updated plan prior to start of work).

SC 24.) The Order shall be included with all construction-related documents. All contractors working at the site shall be made aware of the provisions contained within the Order and adhere to all Conditions herein. At all times, the site foreman, supervising engineer or construction manager shall have a copy of the Order at the site and direct compliance with the requirements of the Order.

SC 25.) **Prior to the start of any work**, the applicant(s) shall submit to the Commission a receipt from the Hampden County Registry of Deeds of the complete recording of this Order along with all its special conditions, within the chain of title of 100 Bernie Avenue. Since the Order covers work in the municipal right of way proof of recording in the chain of title of 100 Birnie Avenue shall be sufficient for both parts of the work.

SC 26.) **Prior to the start of any work**, the applicant(s) and/or property owner shall submit a letter(s) to the Commission stating that he/she has received, read, understands and shall comply with this Order.

SC 27.) **Prior to the start of any work**, the respective contractors, site foreman and/or construction manager(s) for each part of the project, if they are not the same, shall submit a letter of understanding to the Commission stating that they have received, read, understand and shall comply with the Order.

SC 28.) **Prior to the start of any earth moving**, whoever shall be employed to execute earth-moving activities must be provided a copy of the Order. Thereafter, they may be held responsible with the applicant and property owner for violations, and may be subject to penalties authorized by law and/or regulation for those violations.

SC 29.) **Prior to start of any work**, the Conservation Commission shall be notified by e-mail or other written form at least 48 hours prior to commencement of the work. Prior to this notice the applicant shall have installed all erosion and sedimentation control devices so they may be inspected prior to start of work. In addition the applicant shall submit to the Conservation Commission a construction sequence plan.

SC 30.) **Prior to start of any work**, for each part of the work emergency contact phone numbers, including cell phone numbers of the applicant, environmental consultant(s), engineers, inspectors, contractor(s), and site forepeople and construction manager(s) shall be furnished to the Commission.

SC 31.) **Prior to start of any work**, and throughout the life of the project, the applicant(s) shall designate and retain an Environmental Consultant to work for the Conservation Commission. Such consultant is subject to approval by the Commission. The consultant shall be present at critical stages of the project to help direct and ensure compliance with the approved plans and this Order. The Environmental Consultant shall compile a final

Appendix A, Special Conditions
DEP file # 330-0355
Birnie Avenue Goldline Brook Headwall and 100 Birnie Avenue
Two part Order: as outlined in "Release of All Claims" Agreement 12 June 2014

report with the application for a certificate of compliance relative to all Wetland Protection Act issues. The Environmental Consultant shall minimally be present at the pre-construction meeting, periodically during work within the brook, during sandbag removal, installations of infiltrators and site stabilization.

SC 32.) Prior to start of any work, a conference shall be held with representatives of both parts of the project, the Applicant(s), Property Owner(s), Contractor(s) hired to do any work, the Conservation Commissions Environmental consultant hired by the City, the applicant's designated site inspector, the Property Owner's Environmental Consultant, a representative of the Conservation Commission and any other involved West Springfield City Departments.

SC 35.) In case of emergencies, problems, or the need to discuss site conditions with the Conservation Commission, please contact the Commission at any time by calling the Conservation Agents cell number (413) 348-9462 or during business hours at (413) 263-3072.

SC 36.) Any material placed in any resource area without specific authorization under the Order shall be removed immediately upon demand of the Conservation Commission, its agent or the onsite Environmental Consultant. ***This condition is ongoing and does not expire upon completion of this project or the issuance of a Certificate of Compliance.***

SC 37.) Activities prohibited within any resource area except as authorized in the approved plans:

- operation of equipment, storage of materials, stockpiling of soil, or other site disturbance;
- stockpiling of debris, aggregate, fill, excavated material, construction material and building material; it shall also be stockpiled far enough away to prevent sediment from entering any wetland resource area;
- burying or disposal of debris or any other materials, other than that fill which may be allowed by the Order and as shown on the approved Plans herein;
- underground storage of fuel or other hazardous substances;
- dumping of leaves, grass clippings, brush, stumps, construction and yard debris or materials of any kind, unless expressly permitted by the Order or the Plans approved herein;
- refueling, servicing, and repair of motorized construction vehicles. Equipment operators shall be prepared to immediately respond to accidental releases of fuel, motor oil, and other liquids through containment. If any release of fuel, motor oil, lubricating oils, etc. occurs, the applicant and other responsible parties, in addition to all obligations under GL c. 21E (Massachusetts Oil and Hazardous Material Release Prevention and Response Act) and the Massachusetts Contingency Plan (MCP), shall immediately notify the Department of Environmental Protection's Western Regional Office at 1-413-784-1100. Any response action or cleanup shall be conducted pursuant to GL c. 21E and the MCP.
- use of pesticides, herbicides, fungicides, fertilizers or any other chemicals. Organic pesticides, herbicides, fungicides and fertilizers may be used subject to the review and approval of the Conservation Commission.

SC 38.) Equipment used for this project should be limited to the smallest equipment necessary to perform the work. Equipment should not be moved up and down the slopes of

Appendix A, Special Conditions
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Birnie Avenue Goldine Brook Headwall and 100 Birnie Avenue
Two part Order: as outlined in "Release of All Claims" Agreement 12 June 2014

Goldine Brook. The applicant shall take precautions to avoid over-compaction of soil when using heavy equipment within 50 feet of the Bank of the brook.

SC 40.) In accordance with Federal and State Stormwater requirements, all project sites shall incorporate trap rock at all construction entrances and shall maintain either a 25 foot undisturbed buffer of vegetation or a sedimentation/silt fence barrier between the work site and any paved roads, or neighboring properties to prevent erosion and sedimentation from being carried off site.

SC 41.) An adequate stockpile of erosion control materials shall be on site at all times for emergency or routine replacement and shall include materials to repair or replace silt fences, straw bales, erosion control blankets, riprap, filter berm or other devices planned for use during construction.

SC 42.) Siltsacks shall be used and maintained in any catch basin downgradient from where construction is taking place, and shall remain until the site is stable. Accumulated sediment in siltsacks shall be removed as it accumulates. Silt sack placement shall be coordinated with the Department of Public Works and public safety officials.

SC 43.) All exposed soils at the site for periods greater than 24 hours shall be stabilized with erosion control blanket or netting, or a covering of straw mulch, or other erosion control best management practice, to prevent erosion and sedimentation into wetland resource areas. Drainage ditches shall be hydro-seeded with a perennial grass mixture if exposed for more than 30 days. Any stabilization materials such as jute netting shall be firmly anchored to prevent them from being washed from slopes by rain or flooding. Preference should be given to biodegradable materials. ***This condition is ongoing and does not expire upon completion of this project or the issuance of a Certificate of Compliance.***

SC 44.) Removal and storing of any snow activities shall adhere to the Bureau of Resource Protection's *Snow Disposal Guidance* Guideline No. BRPG01-01 document dated March 8, 2001, a copy of which is attached hereto. ***This condition is ongoing and does not expire upon completion of this project or the issuance of a Certificate of Compliance.***

SC 45.) Upon completion of construction final soil stabilization and one full growing season of growth of plant material, the applicant shall submit the following to the Conservation Commission to request a Certificate of Compliance (COC):

- A Completed Request for a Certificate of Compliance (WPA Form 8A).
- As-Built plans signed and stamped by a registered professional engineer, architect, landscape architect or land surveyor and a written statement from such professional certifying substantial compliance with the Plans and describing what deviation, if any, exists from the Plans approved in the Order. This plan shall include at a minimum:
- All wetland resource area boundaries with associated buffer zones and regulatory setback areas taken from the plan(s) approved in the Order;
- Locations and elevations of all stormwater management conveyances, structures and best management designs, including foundation drains, constructed under the Order within any wetland resource area or buffer zone;

Appendix A, Special Conditions

DEP file # 330-0355

Birnie Avenue Goldine Brook Headwall and 100 Birnie Avenue

Two part Order: as outlined in "Release of All Claims" Agreement 12 June 2014

- Distances from any structures constructed under the Order to wetland resource areas - "structures" include, but are not limited to, all buildings, septic system components, wells, utility lines, fences, retaining walls, and roads/driveways;
- A line delineating the limit of work - "work" includes any filling, excavating and/or disturbance of soils or vegetation approved under the Order;
- Wetland resource replication areas constructed under the Order, if applicable.
- Annual inspection reports for three years relative to the performance of the infiltration devices and the drain located on the north side of the Foley driveway and its outfall on the south slope between the driveway and Goldine Brook.

SC 46.) The following conditions will remain in force in perpetuity and not extinguished by the issuance of a Certificate of Compliance: **SC 20, SC 36, SC 43 and SC 44.**



Massachusetts Department of Environmental Protection

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