

WARD COUNCILLORS

- 1 – David R. Thibault-Muñoz
- 2 – Dana M. Heath
- 3 – Paul G. Tassone
- 4 – Karen G. Hardern
- 5 – Aleksander H. Dernalowicz, Esq.

COUNCIL PRESIDENT

George C. Tyros

COUNCILLORS AT LARGE

- Calvin D. Brooks
- Craig R. Cormier
- Brad E. Heglin
- Elizabeth J. Kazinskas
- Judy A. Mack

**CITY OF GARDNER
MASSACHUSETTS**

CITY COUNCIL



FINANCE COMMITTEE MEETING NOTICE

Date: Tuesday, November 25, 2025
Time: 11:00 A.M.
Location: City Council Chamber, City Hall

AGENDA

CALL TO ORDER

ANNOUNCEMENT OF OPEN MEETING RECORDINGS

Any person may make a video or audio recording of an open session of a meeting, or may transmit the meeting through any medium, subject to reasonable requirements of the chair as to the number, placement and operation of equipment used so as not to interfere with the conduct of the meeting. Any person intending to make such recording shall notify the Chair forthwith. All Documents and exhibits used or referenced at the meeting must be submitted in duplicate to the City Clerk, as they become part of the Meeting Minutes.

I. Review and Approval of Meeting Minute(s)

- November 12, 2025

II. First Time on the Agenda

11735 - An Order Appropriating \$95,000.00 from Free Cash to the Landfill Closure Account. *Page 10*

11736 - An Order Appropriating \$15,000.00 from Law Department Salary and Wages Account to Law Department Expense Account- Outside Counsel. *Page 24*

III. In Subcommittee

11721 - An Order Transferring \$11,000.00 from Health Department Salary and Wages to Health Department Operating Expenditure Account. *Page 31*

11723 - An Order Appropriating \$100,975.00 from Free Cash to the City Stabilization Account. *Page 41*

11727 - An Order Appropriating \$100,000.00 from Free Cash to the Landfill Pump Repair Account. *Page 44*

11728 - A Discussion on the current state of facilities management for all municipal buildings. *Page 176*

11482 - Discussions regarding the City's Health Insurance Payments and Trust Fund. *Page 178*

11685 - A Measure Declaring the Land located at 13-17 West Lynde Street, as Defined in the Attached Approval Not Required (ANR) Plan, as Surplus for the Purpose of Disposition. *Page 180*

ADJOURNMENT

NOTICE: The listing of Agenda items are those reasonably anticipated by the Chairman which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

CITY COUNCIL OF GARDNER

Aleksander H. Dernalowicz

Aleksander H. Dernalowicz
Chair, Finance Committee

CITY OF GARDNER, MASSACHUSETTS
CITY COUNCIL FINANCE COMMITTEE
MINUTES OF MEETING OF NOVEMBER 12, 2025

The Finance Committee meeting was called to order by Councillor Aleksander Dernalowicz at 4:00 PM in the City Council Chamber, Room 219, City Hall.

Finance Committee Members, Councillor Judy Mack and Brad Heglin were also present.

Also participating, Mayor Michael Nicholson; Assistant Board of Health Director Angela DiPrima; Auditor John Richard; Civil Enforcement and Purchasing Director Josh Cormier; and Assistant City Clerk Jayen Kumar.

Review and Approval of Meeting Minute(s)

Councillor Dernalowicz informed the Committee that there were no prior meeting minutes.

#11718 - A Communication from the Mayor Regarding the Certification of the FY2026 Tax Rate, Tax Recapitulation Form, and Levy Limit Worksheet

Mayor Nicholson informed the Committee that this is an “every year” item. He added that the Massachusetts Department of Revenue, Division of Local Services officially certified the City’s FY2026 Tax Rate, Tax Recapitulation Form, and Levy Limit Worksheet. This means that all preparations that need to be completed by the end of the 2025 Calendar year in order for the actual tax bills to be issued for the final two quarters of the fiscal year, have been completed.

On a motion made by Councillor Brad Heglin and seconded by Councillor Judy Mack, it was voted to recommend to the full Council to place on file.

3 yeas, motion passes.

#11719 - A Measure Authorizing the City to Enter into a Contract for up to Five (5) Years for On-Call Engineering Services for the Gardner Municipal Airport

Mayor Nicholson informed the committee that these longer term contracts allow the City to obtain more competitive pricing when going out to bid for these services. As the Gardner Municipal Airport goes through its master planning process and infrastructure improvement plan, this on-call engineering service would help guide both the projects and planning that comes in order to better prepare for the future of the facility. He also clarified that payment would be as needed.

On a motion made by Councillor Judy Mack and seconded by Councillor Brad Heglin, it was voted to recommend the measure to the full Council for authorization:

AUTHORIZING FIVE-YEAR CONTRACT PERIOD ON CALL ENGINEERING SERVICES

VOTED: To authorize the City to enter into a contract not to exceed five (5) years for On Call Engineering Services, pursuant to the provisions of Massachusetts General Law, Chapter

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MINUTES OF MEETING OF NOVEMBER 12, 2025

30B, section 12 and under the terms outlined in the Purchasing Agent's October 7, 2025, Memorandum.

3 yeas, motion passes.

**#11720 - A Measure Authorizing the Payment of a Prior Fiscal Year Salary Expenditure-
Board of Health and Conservation Commission**

Mayor Nicholson informed the Committee that three appointed individuals had missed their stipends, and this amount covers those. The General Laws of the Commonwealth require that any expenditures that missed payment during a previous fiscal year first receive legislative authorization before being paid out of the current fiscal year's appropriation. He also stated that corrections have been made for the current fiscal year to ensure these stipends for appointees are not missed moving forward, as well as a new process to avoid appointees missing taking their oaths.

On a motion made by Councillor Brad Heglin and seconded by Councillor Judy Mack, it was voted to recommend the measure the full Council for authorization:

AUTHORIZING PAYMENT OF PRIOR YEAR SALARY EXPENDITURE

ORDERED: To authorize payment of prior year Board of Health/Conservation Commission Member salary expenditure account for prior year, as follows:

FY2025	BOH/CON COMM SALARY ACCOUNT	\$750
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3 yeas, motion passes.

#11721 - An Order Transferring \$11,000.00 from Health Department Salary and Wages to Health Department Operating Expenditure Account

Mayor Nicholson informed the committee that The General Laws of the Commonwealth require that any transfers between salary/wage appropriations to expenditure appropriations must first receive legislative approval before the transfer may occur. The Health Department is looking to purchase a new copy machine for their department as well as fund their cost share of the new postage machine that is used to send out the quarterly water/sewer/trash bills. This transfer, from unexpended salary appropriations for the department created by vacancies that exist in various positions this fiscal year, will cover the cost of both of these expenditures.

As a group, the Committee decided that it would be beneficial to see the invoices for these purchases in order to have a better understanding of them.

Councillor Dernalowicz requests more time and that this item remains on the Finance

Committee agenda until more information is received.

There were no objections, more time was granted.

#11722 - A Communication from the Mayor Regarding the Certification of FY2025 Free Cash and Retained Earnings

Mayor Nicholson informed the Committee that following the official closing of every fiscal year, the Massachusetts Department of Revenue certifies general fund free cash and enterprise fund retained earnings. The City was notified that the following items were certified on October 21, 2025:

General Fund Free Cash: \$2,019,510
Sewer Enterprise Retained Earnings: \$4,058,665
Water Enterprise Retained Earnings: \$1,545,515
Golf Course Enterprise Retained Earnings: \$1,110,954
Landfill Enterprise Retained Earnings: \$115,446
Solid Waste Enterprise Retained Earnings: \$433,794

Mayor Nicholson continued by clarifying that these funds are comprised of budgetary revenues that came in over budget and expenditures that came in under budget. Enterprise Accounts also retain the balance that was carried over from any previous fiscal year, whereas general fund free cash is only from the previous fiscal year.

On a motion made by Councillor Judy Mack and seconded by Councillor Brad Heglin, it was voted to recommend to the full Council to place on file.

3 yeas, motion passes.

#11723 - An Order Appropriating \$100,975.00 from Free Cash to the City Stabilization Account

Mayor Nicholson informed the committee that on October 23, 2025, the Massachusetts Department of Revenue certified the City's FY2023 Free Cash at \$2,019,510. This order for \$100,975.00 reflects the practices dictated by the City's policies. The current balance in the City's stabilization account is \$3,443,101.11. He then stated that this does not include this proposed appropriation request. In reviewing the trends in the stabilization account with the City Auditor, due to appropriations that have been made and interest received in the account, the \$625,000.00 that was appropriated from the stabilization account for the construction of the new salt shed has fully been reimbursed to the account.

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MINUTES OF MEETING OF NOVEMBER 12, 2025

After some discussion, the Committee agreed that they would like a further breakdown of the funds.

Councillor Dernalowicz requests more time and that this item remains on the Finance Committee agenda until more information is received.

There were no objections, more time was granted.

#11724 - An Order Appropriating \$20,196.00 from Free Cash to the City Other Post Employee Benefits (OPEB) Stabilization Account

Mayor Nicholson informed the committee that the City's Administrative Financial Policies state that upon certification of Free Cash, the Mayor shall submit an appropriation request equivalent to one percent (1%) of certified free cash to be appropriated and deposited into the City's Other Post Employee Benefit (OPEB) Trust Fund. With the Commonwealth's Department of Revenue certifying Free Cash at \$2,019,510.00, the attached appropriation request of \$20,196.00 reflects what these policies dictate.

On a motion made by Councillor Brad Heglin and seconded by Councillor Judy Mack, it was voted to recommend the full Council to adopt the order:

AN ORDER APPROPRIATING FROM FREE CASH TO THE OTHER POSTEMPLOYMENT BENEFITS LIABILITY TRUST FUND.

ORDERED: That there be and is hereby appropriated the sum of Twenty Thousand One Hundred Ninety-Six Dollars and No Cents (\$20,196.00) from Free Cash to the Other Post-Employment Benefits Liability Trust Fund.

3 yeas, motion passes.

#11725 - An Order Appropriating \$201,951.00 from Free Cash to the Department of Public Works Road Resurfacing Account

Mayor Nicholson informed the Committee that the City's Administrative Financial Policies that were drafted in conjunction with the City's outside auditing firm and their recommendations state that the Mayor shall submit an appropriation request for ten percent (10%) of certified free cash before the City Council annually. With free cash certified at \$2,019,510.00, this order of \$201,951.00 follows this policy.

On a motion made by Councillor Judy Mack and seconded by Councillor Brad Heglin, it was voted to recommend to the full Council to adopt the order:

AN ORDER APPROPRIATING FROM FREE CASH TO DEPARTMENT OF PUBLIC WORKS DEPT. - ROAD RESURFACING EXPENSE ACCOUNT.

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ORDERED: That there be and is hereby appropriated the sum of Two Hundred One Thousand Nine Hundred Fifty-One Dollars and No Cents (\$201,951.00) from Free Cash to Department of Public Works Dept. – Road Resurfacing Expense Account.

3 yeas, motion passes.

#11726 - An Order Appropriating \$95,000.00 from Free Cash to the Landfill Closure Account

Mayor Nicholson informed the Committee that the City is obligated to maintain and monitor the former West Street Solid Waste Landfill, commonly referred to as “the dump,” for a period of thirty (30) years from the date of closure. It closed in 2005, and the fund that was previously set up to maintain and monitor the former landfill will be all but exhausted by the end of the fiscal year. In order to maintain and monitor the landfill going forward, a request for the transfer of \$75,000 from Free Cash to the Landfill Closure Fund is being made. The anticipated cost to maintain and monitor the former landfill will be approximately \$50,000 a year. By adding \$75,000 a year for the next eleven (11) years, it is anticipated the City can re-establish a small cushion for the fund.

The additional funds being requested in this year’s appropriation request relate to the erosion control project currently taking place at the landfill site to assist with our full monitoring and maintenance of the site.

The Committee came to an agreement that they would like the item to be removed and resubmitted at a later time, as they would like more information. Councillor Heglin also pointed out that there was a typo in the order, reading “\$95,00000,” rather than the actual amount, being “\$95,000.00”.

On a motion made by Councillor Brad Heglin and seconded by Councillor Judy Mack, it was voted to remove the item from the calendar.

3 yeas, motion passes.

#11727 - An Order Appropriating \$100,000.00 from Free Cash to the Landfill Pump Repair Account

Mayor Nicholson informed the Committee that the City’s Health Department is currently overseeing the full repairs to the Solid Waste Landfill’s leachate pump system that failed recently and currently has a temporary repair operating in its place. This pump system controls the leachate and run off from the site and pumps it into the City’s wastewater system for treatment. It was clarified that this appropriation would cover the cost of replacement, rather than just a repair.

Assistant Board of Health Director Angela DiPrima added that the longer this takes to be resolved, the more money it is costing the City.

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MINUTES OF MEETING OF NOVEMBER 12, 2025

The Committee was in agreement that they would like more information, however, due to the urgency of the repair, they would send to item to the full Council with the condition that more information is provided.

On a motion made by Councillor Brad Heglin and seconded by Councillor Judy Mack, it was voted to recommend to the full Council to adopt the order:

AN ORDER APPROPRIATING FROM FREE CASH TO LANDFILL PUMP REPAIR.

ORDERED: That there be and is hereby appropriated the sum of One Hundred Thousand Dollars and No Cents (\$100,000.00) from Free Cash to the Landfill Pump Account.

3 yeas, motion passes.

#11728 - A Discussion on the current state of facilities management for all municipal buildings

Councillor Dernalowicz clarified that this item is a reintroduction of an item that was discussed a few months prior, but was removed due to there being not enough known information.

Mayor Nicholson conveyed that he felt as though conversations were not at a “fruitful” level at this moment in time, however, there are ongoing discussions, with institutional knowledge, of protocols.

Councillor Dernalowicz requests more time and that this item remains on the Finance Committee agenda until more information is received.

There were no objections, more time was granted.

#11482 - Discussions regarding the City’s Health Insurance Payments and Trust Fund

City Auditor John Richard informed the Committee that there were no major updates, and that they would continue to keep an eye it it moving forward.

Councillor Dernalowicz requests more time and that this item remains on the Finance Committee agenda until more information is received.

There were no objections, more time was granted.

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#11685 - A Measure Declaring the Land located at 13-17 West Lynde Street, as Defined in the Attached Approval Not Required (ANR) Plan, as Surplus for the Purpose of Disposition

Mayor Nicholson informed the Committee that two special permits have been added to the item. Each special permit has a highlighted section showing requirements.

The first stating, “Patrons would park in the lot at the rear of the building and would access through the ground level entrance.” The second stating, “The applicant worked with the city to allow 110 spaces of municipal overnight, off street parking to be available behind 14-34 Main Street for all residents and abutters. Anyone using the overnight municipal lot directly behind must vacate the lot by 7:00 a.m. when snow plowing is required. Parking is on a first come bases.”

Mayor Nicholson stated that the sale of this would nullify the City having to manage the lot.

Discussion ensued surrounding the possibility of working to change/alter the previous special permits.

Councillor Dernalowicz requests more time and that this item remains on the Finance Committee agenda until more information is received.

There were no objections, more time was granted.

ADJOURNMENT

On a motion by Councillor Heglin and seconded by Councillor Mack, it was voted to adjourn at 4:57 p.m.



City of Gardner - *Executive Department*

Previously 11726

Mayor Michael J. Nicholson

November 7, 2025

Hon. George Tyros, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: An Order Appropriating \$95,000.00 from Free Cash to the Landfill Closure Account

Dear Mr. President and Councilors,

The City is obligated to maintain and monitor the former West Street Solid Waste Landfill, commonly referred to as “the dump,” for a period of thirty (30) years from the date of closure. The West Street Landfill closed in 2005.

The fund that was previously set up to maintain and monitor the former landfill will be all but exhausted by the end of the fiscal year. In order to maintain and monitor the landfill going forward, I am requesting the transfer of \$75,000 from Free Cash to the Landfill Closure Fund.

We anticipate the cost to maintain and monitor the former landfill will be approximately \$50,000 a year. By adding \$75,000 a year for the next eleven (11) years, we anticipate we will be able to re-establish a small cushion for the fund. I’ve included a sample spreadsheet to show the anticipated appropriations and expenses.

The additional funds being requested in this year’s appropriation request relate to the erosion control project currently taking place at the landfill site to assist with our full monitoring and maintenance of the site.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO LANDFILL
CLOSURE EXPENDITURES.

ORDERED:

That there be and is hereby appropriated the sum of Ninety Five Thousand
Dollars and No Cents (\$95,000.00) from Free Cash to Landfill Closure Expenditures.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

November 20, 2025

Hon. Aleksander H. Dernalowicz, Chair
And Finance Committee Members
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: Additional Information Item 11726

Dear Mr. Chairman and Councilors,

Following the Finance Committee Meeting of November 12th, 2025, I met with the City Auditor to collect the requested information regarding Item 11726: An Order Appropriating \$95,000.00 from Free Cash to the Landfill Closure Account.

In reviewing the materials with the City Auditor, I was found to be incorrect in my description of the reasons for the increased costs in this fiscal year as compared to previous fiscal years.

The Administration's anticipated funding schedule for the Landfill Closure Enterprise Account (attached for information) anticipated an increase in expense costs of 2.5% from each fiscal year. However, in reviewing the year to date expenses of the account, the expenses incurred by the account have been higher than anticipated. This increased number comes from the City Auditor's projections for what is needed to cover the account's costs for the remainder of the fiscal year.

The Landfill Erosion Control Project is separate and outside of this request and will require a potential additional appropriation request to be submitted to the council at a later date.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

Fiscal Year	Appropriation	Anticipated Expenses	End of Year Balance
2019	\$ -	\$ 50,000.00	\$ 856.00
2020	\$ 75,000.00	\$ 50,000.00	\$ 25,856.00
2021	\$ 75,000.00	\$ 51,250.00	\$ 49,606.00
2022	\$ 75,000.00	\$ 52,531.00	\$ 72,075.00
2023	\$ 75,000.00	\$ 53,845.00	\$ 93,230.00
2024	\$ 75,000.00	\$ 55,191.00	\$ 113,040.00
2025	\$ 75,000.00	\$ 56,570.00	\$ 131,469.00
2026	\$ 75,000.00	\$ 57,985.00	\$ 148,484.00
2027	\$ 75,000.00	\$ 59,434.00	\$ 164,050.00
2028	\$ 75,000.00	\$ 60,920.00	\$ 178,130.00
2029	\$ 75,000.00	\$ 62,443.00	\$ 190,687.00
2030	\$ 75,000.00	\$ 64,004.00	\$ 201,683.00
2031	\$ 75,000.00	\$ 65,604.00	\$ 211,078.00
2032	\$ 75,000.00	\$ 67,244.00	\$ 199,908.00
2033	\$ 50,000.00	\$ 68,926.00	\$ 154,260.00
2034	\$ 25,000.00	\$ 70,649.00	\$ 154,260.00
2035	\$ -	\$ 72,415.00	\$ 81,845.00

** Anticipated Expenses estimated by a 2.5% increase per fiscal year

AN ORDER REQUESTING A TRANSFER FROM SOLID LANDFILL SURPLUS/RETAINED EARNINGS TO FUND FY26 REVENUE BUDGET.

ORDERED:

That there be and is hereby transfer the sum of Ninety-Four Thousand Three Hundred, Ten Dollars and 00/100 (\$94,310.00) from Landfill Surplus/Retained Earnings to Fund FY26 Revenue Budget.

Order No. 13295

Order

In City Council
June 16, 2025

Order Passed
June 16, 2025
11 yeas, 0 nays.

[Signature]
Clerk

Presented to Mayor for approval
June 17, 2025

Approved on June 17, 2025
[Signature]
Mayor's Signature
Mayor

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE ENTERPRISE FUNDS-VARIOUS RECEIPTS RESERVED TO VARIOUS ACCOUNTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 TO JUNE 30, 2026

ORDERED:

That there be and is hereby appropriated for the Fiscal Year beginning July 1, 2025 to June 30, 2026 the sum of TWELVE MILLION, FIFTY-FOUR THOUSAND, TWENTY DOLLARS 71/100 CENTS (\$12,054,020.71) from Available Enterprise Funds-Receipts Reserved to the following accounts:

Sewer Dept	Enterprise Fund	\$4,715,893.89
Water Dept	Enterprise Fund	4,058,986.73
Golf Course	Enterprise Fund	1,230,158.90
Landfill Closure	Enterprise Fund	94,310.00
Solid Waste	Enterprise Fund	1,954,671.19

Any unused funds will revert back to the original Enterprise Fund at year end.

Order No. 13297

Order

In City Council
June 16, 2025

Order Passed
June 16, 2025
11 years, 0 days.

Attest
Clerk

Presented to Mayor for approval
June 17, 2025

Approved on June 17, 2025

Mayor's Signature

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 FY2026 BUDGET FOR PERIOD 99

ACCOUNTS FOR:		2024	2025	2025	2025	2025	2026	
SEWER FUND		ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	COUNCIL	COMMENT
61440	SEWER EXPENSES							
61440	51010 DEPT HEAD	27,218.88	28,035.39	28,035.39	26,957.00	28,035.39	28,035.39	
61440	51011 CITY ENG S	23,249.86	23,857.01	23,857.01	22,939.50	23,857.01	23,857.01	
61440	51012 CLERK/ASST	62,155.45	65,021.58	65,021.58	62,839.18	65,021.58	66,778.16	
61440	51013 PART TIME	38,625.48	50,304.32	50,304.32	44,237.58	50,304.32	27,920.56	
61440	51014 MAINTENANC	314,678.66	427,944.88	427,944.88	436,448.09	427,944.88	555,491.04	
61440	51015 PW CL SAL	13,015.85	14,838.85	14,838.85	14,303.06	14,838.85	15,190.46	
61440	51019 BUS MA SAL	19,263.97	20,637.74	20,637.74	17,591.57	20,637.74	20,637.74	
61440	51020 ENG SAL	.00	14,506.20	9,506.20	.00	14,506.20	14,998.85	
61440	51030 OVERTIME	8,784.00	25,000.00	30,000.00	31,137.85	25,000.00	30,000.00	
61440	51031 STANBY	13,977.50	20,000.00	20,000.00	13,850.00	20,000.00	20,000.00	
61440	51090 CLOTH ALLO	4,380.00	6,480.00	6,480.00	5,830.00	6,480.00	9,120.00	
61440	51102 WORKING OU	144.40	2,000.00	2,000.00	2,190.81	2,000.00	2,000.00	
61440	51105 SICK LEAVE	.00	2,500.00	2,500.00	.00	2,500.00	2,500.00	
61440	52030 REPAIRS &	21,359.88	25,000.00	25,000.00	29,274.48	25,000.00	25,000.00	
61440	52031 REPAIRS TO	10,595.19	200,000.00	200,000.00	9,732.55	200,000.00	200,000.00	
61440	52040 INFORM TEC	859.77	5,000.00	5,000.00	3,368.99	5,000.00	5,000.00	
61440	52050 NEW EQUIPM	32,585.10	50,000.00	50,000.00	28,885.79	50,000.00	100,000.00	
61440	52110 ENERGY & U	196,947.51	236,400.00	236,400.00	241,901.44	236,400.00	243,492.00	
61440	52150 COMMUNICAT	400.00	4,000.00	4,000.00	1,259.44	4,000.00	4,000.00	
61440	52151 TELECOMM	2,840.29	10,000.00	10,000.00	3,000.00	10,000.00	10,000.00	
61440	52170 PROFESSION	1,900.00	5,000.00	4,478.12	.00	5,000.00	20,000.00	
61440	52190 PROFESSION	5,103.54	38,000.00	38,000.00	29,167.33	38,000.00	38,000.00	
61440	52192 WPAT FEES	1,701.92	.00	521.88	521.88	.00	.00	
61440	52230 OFFICE SUP	19,022.00	20,000.00	20,000.00	18,526.94	20,000.00	20,000.00	
61440	52231 CHEM TREAT	486,656.47	237,700.00	237,700.00	330,644.27	237,700.00	244,831.00	
61440	52240 VEHICLE SU	18,081.37	20,000.00	20,000.00	18,636.98	20,000.00	20,000.00	
61440	52360 AWWTP CONT	715,714.16	910,000.00	900,599.14	688,937.38	910,000.00	937,300.00	
61440	55030 SYS MODEL	.00	35,000.00	35,000.00	.00	35,000.00	.00	
61440	55163 FAC MAINT	9,282.50	95,000.00	104,400.86	121,903.30	95,000.00	50,000.00	
61440	56902 TAXES OTHE	.00	300.00	300.00	.00	300.00	300.00	
61440	57600 PRINCIPAL	25,000.00	.00	.00	.00	.00	.00	
61440	57601 PRINCIPAL	621,719.61	841,223.00	841,223.00	846,169.04	841,223.00	1,390,196.53	
61440	57611 INTEREST -	226,329.44	222,810.00	222,810.00	222,801.07	222,810.00	209,135.88	
61440	58614 PUMP STATN	.00	.00	800,000.00	.00	.00	.00	
61440	62030 ENCUMB REP	8,313.89	.00	271.26	271.26	271.26	.00	
61440	62031 ENCUMB REP	73,765.67	.00	121,233.45	92,153.98	121,233.45	.00	
61440	62050 ENC NEW EQ	20,553.70	.00	59,038.57	54,284.00	59,038.57	.00	
61440	62110 ENCUMB ENE	70,664.85	.00	32,525.16	32,525.16	32,525.16	.00	
61440	62190 ENCUMB PRO	45,214.27	.00	89,802.46	89,802.46	89,802.46	.00	
61440	62230 ENCUMB OFF	5,117.00	.00	978.00	978.00	978.00	.00	
61440	62231 ENC CHEM T	.00	.00	24,072.84	24,072.84	24,072.84	.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 FY2026 BUDGET FOR PERIOD 99

ACCOUNTS FOR:			2024	2025	2025	2025	2025	2026	
SEWER FUND			ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	COUNCIL	COMMENT
61440	62360	ENCUMB AWW	77,122.09	.00	169,420.59	169,420.59	169,420.59	.00	
61440	65123	ENC COLD S	18,322.55	.00	22,039.68	22,039.68	22,039.68	.00	
61440	65163	ENC FAC MA	75,134.75	.00	57,030.73	57,030.73	57,030.73	.00	
61440	68610	ENC FAC PL	633.79	.00	1,394.93	1,394.93	1,394.93	.00	
61440	68616	ENC SLUDGE	126,043.70	.00	289,898.94	289,898.94	289,898.94	.00	
TOTAL SEWER EXPENSES			3,442,479.06	3,656,558.97	5,324,265.58	4,106,928.09	4,524,265.58	4,333,784.62	
61999	SEWER OTHER EXPENDITURES								
61999	59996	TRANSFER T	405,825.00	390,000.00	390,000.00	390,000.00	390,000.00	400,000.00	
TOTAL SEWER OTHER EXPENDITUR			405,825.00	390,000.00	390,000.00	390,000.00	390,000.00	400,000.00	
TOTAL SEWER FUND			3,848,304.06	4,046,558.97	5,714,265.58	4,496,928.09	4,914,265.58	4,733,784.62	
62450	WATER EXPENSES								
62450	51010	DEPT HEAD	27,218.88	28,035.39	28,035.39	26,957.00	28,035.39	28,035.39	
62450	51011	CITY ENG S	23,249.86	23,857.01	23,857.01	22,939.50	23,857.01	23,857.01	
62450	51012	CLERK/ASST	54,805.61	65,021.58	65,021.58	63,273.21	65,021.58	66,778.16	
62450	51013	PT CLERK S	9,559.64	10,511.38	10,511.38	8,266.98	10,511.38	27,920.56	
62450	51014	MAINTENANC	316,507.00	424,944.88	424,944.88	435,115.54	424,944.88	532,491.04	
62450	51015	PW CL SAL	12,770.35	14,526.20	14,526.20	14,303.06	14,526.20	15,190.46	
62450	51019	BUS MA SAL	19,263.97	20,637.74	20,637.74	17,591.84	20,637.74	20,637.74	
62450	51020	ENG SAL	.00	14,506.20	14,506.20	.00	14,506.20	14,998.85	
62450	51030	OVERTIME	58,302.08	35,000.00	35,000.00	79,826.63	35,000.00	60,000.00	
62450	51031	STANDBY	13,977.50	20,000.00	20,000.00	13,222.79	20,000.00	15,000.00	
62450	51090	CLOTH ALLO	4,380.00	6,915.00	6,915.00	6,040.00	6,915.00	8,535.00	
62450	51102	WORKING OU	4,102.70	2,000.00	2,000.00	3,812.13	2,000.00	4,000.00	
62450	51105	SICK LEAVE	463.32	2,500.00	2,500.00	698.08	2,500.00	2,500.00	
62450	51551	TERMINATIO	1,349.38	.00	.00	.00	.00	.00	
62450	52030	REPAIRS &	39,009.62	25,000.00	25,000.00	36,643.81	25,000.00	25,000.00	
62450	52031	REPAIRS TO	176,691.38	125,000.00	275,000.00	258,851.61	125,000.00	.00	
62450	52039	R TO TRANS	.00	.00	.00	.00	.00	200,000.00	
62450	52040	INFORM TEC	2,840.96	5,000.00	5,000.00	3,613.75	5,000.00	5,000.00	
62450	52050	NEW EQUIPM	1,582.37	50,000.00	50,000.00	50,000.00	50,000.00	100,000.00	
62450	52110	ENERGY & U	131,247.39	349,000.00	349,000.00	130,485.63	349,000.00	359,470.00	
62450	52150	COMMUNICAT	899.70	5,000.00	5,000.00	757.50	5,000.00	5,000.00	
62450	52151	TELECOMM	2,075.71	7,500.00	7,500.00	3,000.00	7,500.00	7,500.00	
62450	52170	PROFESSION	4,223.47	8,000.00	8,000.00	4,638.12	8,000.00	23,000.00	
62450	52190	PROFESSION	7,373.76	25,000.00	25,000.00	2,209.39	25,000.00	25,000.00	
62450	52192	WPAT FEES	12,300.00	12,300.00	12,300.00	12,300.00	12,300.00	12,300.00	
62450	52194	DAM INSPEC	4,816.47	7,000.00	7,000.00	.00	7,000.00	6,000.00	
62450	52230	OFFICE SUP	18,294.29	20,000.00	20,000.00	17,786.79	20,000.00	20,000.00	
62450	52231	CHEMICALS/	129,604.55	121,800.00	121,800.00	121,800.00	121,800.00	125,454.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 FY2026 BUDGET FOR PERIOD 99

ACCOUNTS FOR:			2024	2025	2025	2025	2025	2026	
WATER FUND			ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	COUNCIL	COMMENT
62450	52240	VEHICLE SU	18,081.37	20,000.00	20,000.00	18,637.00	20,000.00	20,000.00	
62450	52359	CONTRACT O	713,630.31	910,000.00	910,000.00	686,838.69	910,000.00	937,300.00	
62450	52360	WATER QUAL	.00	.00	.00	.00	.00	50,000.00	
62450	55030	WM REPLACE	.00	50,000.00	50,000.00	.00	50,000.00	.00	
62450	55163	FAC MAINT	13,963.16	75,000.00	75,000.00	13,451.99	75,000.00	75,000.00	
62450	56902	TAXES OTHE	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00	
62450	57601	PRINCIPAL	672,633.00	440,000.00	440,000.00	440,000.00	440,000.00	460,000.00	
62450	57611	INTEREST -	426,677.50	396,000.00	396,000.00	407,532.50	396,000.00	386,028.00	
62450	62030	ENCUMB REP	.00	.00	815.58	815.58	815.58	.00	
62450	62031	ENCUMB REP	77,408.83	.00	30,564.32	30,564.32	30,564.32	.00	
62450	62039	ENC REP TR	.00	.00	390,000.00	309,112.10	.00	.00	
62450	62040	ENC INF TC	.00	.00	1,400.00	1,400.00	1,400.00	.00	
62450	62050	ENC NEW EQ	250,174.65	.00	74,033.81	63,564.69	74,033.81	.00	
62450	62110	ENCUMB ENE	136,051.32	.00	207,497.98	207,497.98	207,497.98	.00	
62450	62151	ENC TELECO	764.57	.00	.00	.00	.00	.00	
62450	62170	ENCUMB PRO	270.00	.00	.00	.00	.00	.00	
62450	62190	ENCUMB PRO	85,297.68	.00	114,154.85	114,154.85	114,154.85	.00	
62450	62230	ENCUMB OFF	14,010.85	.00	1,868.18	1,868.18	1,868.18	.00	
62450	62231	ENC CHEM T	3,541.75	.00	38,573.88	38,573.88	38,573.88	.00	
62450	62359	ENCUMB CON	77,245.44	.00	171,519.28	171,519.28	171,519.28	.00	
62450	65030	ENC WAT MO	4,680.30	.00	.00	.00	.00	.00	
62450	65123	ENCUMB NEW	1,659.19	.00	.00	.00	.00	.00	
62450	65163	ENC FAC MA	256,646.94	.00	85,250.18	85,250.18	85,250.18	.00	
TOTAL WATER EXPENSES			3,829,646.82	3,323,055.38	4,588,733.44	3,924,914.58	4,048,733.44	3,664,996.21	
62999	WATER OTHER EXPENDITURES								
62999	59996	TRANSFER T	380,000.00	390,000.00	390,000.00	390,000.00	390,000.00	420,000.00	
TOTAL WATER OTHER EXPENDITUR			380,000.00	390,000.00	390,000.00	390,000.00	390,000.00	420,000.00	
TOTAL WATER FUND			4,209,646.82	3,713,055.38	4,978,733.44	4,314,914.58	4,438,733.44	4,084,996.21	
63640	GOLF COURSE EXPENSES								
63640	51010	DEPT HEAD	83,746.01	85,788.97	85,788.97	82,253.82	85,788.97	85,788.97	
63640	51011	GOLF PRO S	48,379.55	54,427.05	54,427.05	48,065.51	54,427.05	54,427.05	
63640	51012	CLERK/ASST	21,364.02	22,869.05	22,869.05	16,731.52	22,869.05	22,625.42	
63640	51013	LABORERS S	243,033.42	246,525.41	246,525.41	256,404.54	246,525.41	303,407.09	
63640	51018	PRO SHOP S	21,636.75	35,000.00	35,000.00	15,345.06	35,000.00	35,000.00	
63640	51030	OVERTIME	6,145.97	10,000.00	10,000.00	10,561.99	10,000.00	10,000.00	
63640	51090	CLOTH ALLO	2,950.00	2,950.00	2,950.00	2,950.00	2,950.00	3,600.00	
63640	51460	LONGEVITY	2,130.00	2,070.00	2,070.00	2,220.00	2,070.00	2,310.00	
63640	51551	TERMINATIO	3,692.93	.00	.00	4,347.35	.00	15,000.00	
63640	52030	REPAIRS &	26,818.32	45,000.00	45,000.00	19,808.47	45,000.00	80,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 FY2026 BUDGET FOR PERIOD 99

ACCOUNTS FOR:			2024	2025	2025	2025	2025	2026	
GOLF COURSE FUND			ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	COUNCIL	COMMENT
63640	52031	CART RENT	59,756.85	92,000.00	92,000.00	82,441.27	92,000.00	92,000.00	
63640	52050	EQUIPMENT	.00	6,000.00	6,000.00	3,446.80	6,000.00	.00	
63640	52110	ENERGY & U	21,640.12	27,000.00	27,000.00	35,406.73	27,000.00	27,000.00	
63640	52151	TELECOMM	8,138.06	7,000.00	7,000.00	7,695.11	7,000.00	8,000.00	
63640	52170	PROFESSION	1,506.70	2,000.00	2,000.00	877.80	2,000.00	2,000.00	
63640	52190	PROF SERVI	31,022.33	40,000.00	40,000.00	32,437.59	40,000.00	40,000.00	
63640	52230	OFFICE SUP	1,875.00	.00	.00	737.52	.00	.00	
63640	52231	GOLF SUPPL	138,411.73	104,000.00	104,000.00	140,047.33	104,000.00	144,000.00	
63640	52240	VEHICLE SU	9,451.72	35,000.00	35,000.00	18,855.71	35,000.00	35,000.00	
63640	55090	NEW VEHICL	.00	.00	77,000.00	78,674.56	.00	.00	
63640	57303	WATER	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00	
63640	62030	ENCUMB REP	7,532.85	.00	29,721.20	29,721.20	25,758.97	.00	
63640	62110	ENCUMB ENE	.00	.00	10.00	10.00	.00	.00	
63640	62151	ENC TELECO	203.91	.00	.00	.00	.00	.00	
63640	62190	ENC PRO SV	4,438.38	.00	332.58	332.58	.00	.00	
63640	62231	ENC GOLF S	34,789.26	.00	9,999.71	1,826.81	14,304.52	.00	
63640	62240	ENC VEH SU	211.14	.00	.00	.00	.00	.00	
TOTAL GOLF COURSE EXPENSES			778,875.02	827,630.48	944,693.97	891,199.27	867,693.97	970,158.53	
63999	GOLF COURSE OTHER EXPENDITURES								
63999	59996	TRANSFER T	230,000.00	240,000.00	240,000.00	240,000.00	240,000.00	260,000.00	
TOTAL GOLF COURSE OTHER EXPE			230,000.00	240,000.00	240,000.00	240,000.00	240,000.00	260,000.00	
TOTAL GOLF COURSE FUND			1,008,875.02	1,067,630.48	1,184,693.97	1,131,199.27	1,107,693.97	1,230,158.53	
64433	LANDFILL CLOSURE EXPENSES								
64433	52030	FIN COV MA	17,125.00	9,700.00	9,700.00	4,950.00	9,700.00	10,000.00	
64433	52031	REP PUMPS	14,766.66	12,222.00	12,222.00	7,144.49	12,222.00	15,000.00	
64433	52110	ENERGY & U	5,568.74	11,640.00	11,640.00	5,783.19	11,640.00	6,500.00	
64433	52150	COMMUNICAT	.00	.00	.00	163.06	.00	.00	
64433	52151	TELECOMM	2,424.96	2,910.00	2,910.00	2,222.88	2,910.00	2,910.00	
64433	52190	PROF SERVI	18,393.09	18,430.00	18,430.00	20,943.70	18,430.00	20,000.00	
64433	52270	POLLUT CON	20,329.57	24,735.00	24,735.00	39,200.00	24,735.00	24,900.00	
64433	52271	WATER MONI	5,729.24	14,050.00	14,050.00	25,380.76	14,050.00	15,000.00	
64433	62031	ENCUMB REP	2,002.00	.00	140,442.64	22,386.00	145,277.36	.00	
64433	62190	ENCUMB PRO	1,939.00	.00	11,588.08	.00	11,588.08	.00	
64433	62270	ENC AIR PO	4,200.00	.00	2,183.00	2,183.00	.00	.00	
64433	62271	ENC GRND W	.00	.00	10,722.48	10,722.48	8,070.76	.00	
TOTAL LANDFILL CLOSURE EXPEN			92,478.26	93,687.00	258,623.20	141,079.56	258,623.20	94,310.00	
TOTAL LANDFILL CLOSURE FUND			92,478.26	93,687.00	258,623.20	141,079.56	258,623.20	94,310.00	
65430	SOLID WASTE EXPENSES								
65430	51010	DEPT HEAD	18,857.03	21,980.64	21,980.64	20,167.00	21,980.64	21,980.64	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 FY2026 BUDGET FOR PERIOD 99

ACCOUNTS FOR:			2024	2025	2025	2025	2025	2026	
SOLID WASTE FUND			ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	COUNCIL	COMMENT
65430	51011	TRN STN SA	50,302.00	51,674.69	51,674.69	49,680.00	51,674.69	51,674.69	
65430	51012	STAFF/ASST	14,676.51	14,948.78	14,948.78	15,741.11	14,948.78	18,068.17	
65430	51013	ACCT CLERK	42,299.54	47,195.72	47,195.72	33,711.07	47,195.72	.00	
65430	51018	TRN STN MO	21,160.41	21,737.86	21,737.86	22,859.72	21,737.86	21,737.86	
65430	51030	OVERTIME	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00	
65430	51090	CLOTH ALLO	850.00	1,050.00	1,050.00	850.00	1,050.00	1,050.00	
65430	51551	TERMINATIO	.00	.00	.00	1,882.87	.00	.00	
65430	52030	REPAIRS &	16,106.19	19,400.00	19,400.00	15,969.51	19,400.00	16,000.00	
65430	52050	MINOR EQUI	387.22	970.00	970.00	75.32	970.00	1,000.00	
65430	52110	ENERGY & U	3,210.27	5,820.00	5,820.00	3,295.02	5,820.00	6,000.00	
65430	52150	COMMUNICAT	.00	291.00	291.00	.00	291.00	300.00	
65430	52170	PROF DEVEL	867.55	970.00	970.00	.00	970.00	1,000.00	
65430	52190	PROF SERVI	8,920.66	14,550.00	14,550.00	8,355.89	14,550.00	12,000.00	
65430	52230	OFFICE SUP	1,823.17	1,940.00	1,940.00	1,453.37	1,940.00	2,000.00	
65430	52232	TRASH BAGS	2,193.91	14,550.00	14,550.00	9,742.29	14,550.00	14,000.00	
65430	52240	VEHICLE SU	195.00	6,305.00	6,305.00	4,786.40	6,305.00	6,000.00	
65430	52361	TRASH DISP	860,883.87	960,300.00	890,300.00	926,468.64	960,300.00	969,109.00	
65430	52362	RECY PROC	25,167.93	32,010.00	42,010.00	47,820.10	32,010.00	33,610.00	
65430	55126	CURBSIDE R	115,770.93	133,860.00	113,860.00	117,046.51	133,860.00	137,875.00	
65430	55361	CURBSIDE R	420,186.96	407,594.00	487,594.00	472,200.00	407,594.00	446,366.00	
65430	62030	ENCUMB REP	.00	.00	18,988.26	.00	18,988.26	.00	
65430	62050	ENCUMB MIN	.00	.00	10,878.44	.00	10,878.44	.00	
65430	62110	ENCUMB ENE	41.49	.00	3,119.33	.00	3,119.33	.00	
65430	62361	ENC TRASH	76,020.71	.00	141,688.90	141,688.90	141,688.90	.00	
65430	62362	ENCUMB REC	1,483.20	.00	7,832.07	7,832.07	7,832.07	.00	
65430	65126	ENCUMB CUR	10,656.45	.00	22,229.07	22,229.07	22,229.07	.00	
65430	65361	ENCUMB CUR	37,556.48	.00	.00	.00	.00	.00	
TOTAL SOLID WASTE EXPENSES			1,729,617.48	1,758,147.69	1,962,883.76	1,923,854.86	1,962,883.76	1,760,771.36	
65999	SOLID WASTE OTHER EXPENDITURES								
65999	59996	TRANSFER T	125,000.00	140,000.00	140,000.00	140,000.00	140,000.00	150,000.00	
TOTAL SOLID WASTE OTHER EXPE			125,000.00	140,000.00	140,000.00	140,000.00	140,000.00	150,000.00	
TOTAL SOLID WASTE FUND			1,854,617.48	1,898,147.69	2,102,883.76	2,063,854.86	2,102,883.76	1,910,771.36	
TOTAL REVENUE			.00	.00	.00	.00	.00	.00	
TOTAL EXPENSE			11,013,921.64	10,819,079.52	14,239,199.95	12,147,976.36	12,822,199.95	12,054,020.72	
GRAND TOTAL			11,013,921.64	10,819,079.52	14,239,199.95	12,147,976.36	12,822,199.95	12,054,020.72	

** END OF REPORT - Generated by John Richard **

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 FY2026 BUDGET FOR PERIOD 99

ACCOUNTS FOR:

SOLID WASTE FUND	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 COUNCIL	COMMENT
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Field #	Total	Page	Break
Sequence 1	1	Y	N
Sequence 2	9	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:
 06/16/2025 15:48 | GARDNER, MA
 jrjrichard | NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

| P
 | bgnyrpr

PROJECTION: 2026 FY2026 BUDGET FOR PERIOD 99

Report type: 1
 Budget level: 3
 Percentage change calculation method: 1
 Print first or second year of budget requests: F
 Print revenue as credit: Y
 Include cfwd in rev bud: N
 Include cfwd in actuals: N
 Print totals only: N
 Include segment code: N
 Include report grand totals by account type: Y
 Print full GL account: N
 Double space: N
 Suppress zero bdgt accts: Y
 Print as worksheet: N
 Print percent change or comment: C
 Print text: N
 Amounts/totals exceed 999 million dollars: N
 Print five budget levels: N
 Report view: D

Find Criteria

Field Name	Field Value
Org	6*
Object	
Project	
Account type	Expense
Account status	



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

November 20, 2025

Hon. George C. Tyros
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: An Order Transferring \$15,000.00 from Law Department Salary and Wage Appropriation to Law Department Expense Account- Outside Counsel

Dear Mr. President and Councilors,

Attorney Pusateri is requesting that funds currently located in the Law Department's Salary Appropriation that are in excess due to the vacancy in the position of Assistant City Solicitor from the beginning of the fiscal year be transferred into the Law Department's Outside Counsel Expense Account.

As the City deals with complex personnel issues that have arisen, Attorney Pusateri is looking to contract with an employment law specialists to assist with these matters.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

AN ORDER TRANSFERRING APPROPRIATIONS FROM LAW DEPT SAL &
WAGES TO LAW DEPT OPERATING EXPENDTURES.

ORDERED:

That there be and is hereby transferred the appropriations sum of Fifteen
Thousand Dollars and No Cents (\$15,000.00) from Law Dept Salaries & Wages to Law
Dept Operating Expenditures as follows:

Outside Counsel Expense	\$15,000.00
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Valerio
Dominello &
Hillman, LLC

One University Avenue
Suite 300B
Westwood, MA 02090

11736
T 617.862.2005
F 617.862.2025
W VDHBoston.com

Nicholas J. Dominello, Esq.
Nicholas.Dominello@VDHBoston.com

April 15, 2025

Via Email vpusateri@pusaterilaw.com

Vincent Pusateri, II, Esq.
Solicitor, Law Department
City of Gardner
95 Pleasant Street
Gardner, MA 01440

RE: Proposal for Legal Services

Dear Attorney Pusateri:

Thank you for inviting us to submit a proposal to assist the City of Gardner (“City”) with legal services including advice and representation on labor and employment matters.

Valerio Dominello & Hillman, LLC is a law firm with attorneys who focus on labor and employment law, school law, and litigation. Our team includes Nick Dominello, Robert Hillman, Jennifer King, Eric McKenna, Ann Marie Noonan, Thomas Costello, Liz Valerio, John Foskett, Matthew Milward, and Sydney Doneen.

We represent many public sector employers, including cities, towns, school committees, and public agencies in labor and employment law matters. We have negotiated collective bargaining agreements with public safety personnel, including police, fire, and dispatchers, as well as public works personnel, custodians, librarians, clerical workers, school traffic supervisors, teachers, paraprofessionals, and other public employees.

We represent clients at the Joint Labor-Management Committee (JLMC), the Civil Service Commission, the Department of Labor Relations, the Massachusetts Commission Against Discrimination (MCAD), the Equal Employment Opportunity Commission (EEOC), and in state and federal courts. We represent clients in mediations, contract and interest arbitrations, fact finding, and in appointing authority hearings and internal investigations.

We advise clients and provide training in a range of topics including recruitment and hiring, performance evaluations, employee discipline, discrimination prevention, reasonable accommodations, leave entitlements, collective bargaining strategy, open meeting law, public



Vincent Pusateri, II, Esq.
Solicitor, Law Department
City of Gardner
April 15, 2025
Page 2

records, conflicts of interest, contract interpretation, grievances responses and social media. We also have experience working with our clients on policy reviews and developing employee handbooks.

We are available by telephone, email, and for in-person meetings when our clients need us including during the evening and on weekends and holidays. Our clients are comfortable calling our attorneys at our office and on their cell phones whenever they need to consult with us. Each attorney has an assistant who receives calls for attorneys when the attorney is out of the office and monitors the attorney's email. Matters requiring immediate attention are directed to other attorneys in our firm to ensure a timely response to our clients.

Our rate for all labor and employment work including collective bargaining, employment work, appearance in court, agency proceedings, arbitration, mediations and other meetings and hearings is \$250.00 per hour for attorneys. Law clerks and paralegals are used only when appropriate and are billed at \$100.00 per hour. We include reasonable and necessary out-of-pocket expenses such as postage, Federal Express charges, copying, court and agency filing fees and parking on our invoices, and we charge for travel time. We bill in tenth-of-an-hour increments and list the work performed on the monthly bills.

We believe that our public sector rates are fair and competitive. We are proud of our high-quality legal services designed to assist our clients in achieving their goals, and it would be our pleasure to represent the City of Gardner.

Please let me know if you have any questions regarding our proposal or if additional information would be helpful.

If the above terms are acceptable to the City, please sign the "Acceptance of Terms of Representation" below and return a signed copy of the executed letter contract to me.

Very truly yours,
Nicholas J. Dominello

Nicholas J. Dominello

NJD:ham



Vincent Pusateri, II, Esq.
Solicitor, Law Department
City of Gardner
April 15, 2025
Page 3

The above terms of engagement effective April 15, 2025 are accepted.

Date: _____, 2025

Signature of Authorized Representative

Please print name: _____



Fw: Law Dept Salary Analysis

From Mayor <Mayor@gardner-ma.gov>

Date Thu 11/20/2025 9:11 AM

To Jayen Kumar <jkumar@gardner-ma.gov>; Titi Siriphan <tsiriphan@gardner-ma.gov>

Cc Alek Dernalowicz <adernalowicz@gardner-ma.gov>

3 attachments (318 KB)

TRANSFERRING APPROP FROM SAL TO OPER EXP LAW DEPT 11-05-25.doc; Nov 20- Law Dept Sal to Outside Counsel Transfer.pdf; City of Gardner Proposal.pdf;

Hi Jay,

Please add the attached and this email thread to the Finance Committee Agenda as a new item titled "An Order Transferring \$15,000.00 from Law Department Salary and Wages to Law Department Expense Account- Outside Counsel."

Thank you,

Mike Nicholson

From: John Richard <jrichard@gardner-ma.gov>

Sent: Wednesday, November 19, 2025 2:10 PM

To: Mayor <Mayor@gardner-ma.gov>

Cc: Vinny Pusateri, II <vpusateri@pusaterilaw.com>

Subject: RE: Law Dept Salary Analysis

Hi Mike

Please see attached request to transfer appropriations from Sal expense to Operating Expense for the Law Dept. If you can request this be put on the next FinCom and CC agenda.

Thank you.

John Richard
City Auditor



95 Pleasant Street, Room 114
Gardner, MA 01440-2630
978-632-1900 ext 8020

From: John Richard
Sent: Wednesday, November 5, 2025 2:16 PM
To: Vinny Pusateri, II <vpusateri@pusaterilaw.com>
Subject: Law Dept Salary Analysis

Hi Vinny

Ok looking at your salaries account there is an available amount of \$15,711.63. This includes the two weeks that will be hitting the account for the Assist Solicitor Salary. Let me know what appropriation amount you will like to requestion from Salary expense to Operating Expenses (Outside Consulting Expenses). I will generate the order. Any question let me know. Ty.

FY26 LAW DEPT SALARIES EXPENSE ANALYSIS						
Org	Object	Description	2026 Revised Budget	2026 Actual	FY26 EXPECT SAL	2026 Available
11151	51010	DEPT HEAD SALARY & WAGES	\$ 90,337.92	\$ 30,923.41	\$ 59,067.18	\$ 347.33
11151	51011	ASSISTANT SALARY & WAGES	\$ 49,934.02	\$ -	\$ 34,569.72	\$ 15,364.30
		TOTAL				\$ 15,711.63

John Richard
City Auditor



95 Pleasant Street, Room 114
Gardner, MA 01440-2630
978-632-1900 ext 8020



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

November 6, 2025

Hon. George Tyros, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440

RE: An Order Transferring \$11,000.00 from Health Department Salary and Wages to Health Department Operating Expenditure Account

Dear Mr. President and Councilors,

The General Laws of the Commonwealth require that any transfers between salary/wage appropriations to expenditure appropriations must first receive legislative approval before the transfer may occur.

The Health Department is looking to purchase a new copy machine for their department as well as fund their cost share of the new postage machine that is used to send out the quarterly water/sewer/trash bills.

This transfer, from unexpended salary appropriations for the department created by vacancies that exist in various positions this fiscal year, will cover the cost of both of these expenditures.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

AN ORDER TRANSFERRING APPROPRIATIONS FROM HEALTH DEPT SAL &
WAGES TO HEALTH DEPT OPERATING EXPENDTURES.

ORDERED:

That there be and is hereby transferred the appropriations sum of Eleven
Thousand Dollars and No Cents (\$11,000.00) from Health Dept Salaries & Wages to
Health Dept Operating Expenditures as follows:

BOH Equipment Expense	\$11,000.00
-----------------------	-------------



City of Gardner

Health Department



Prepared by:

Chad Whitman
Konica Minolta Business Solutions

11 Apex drive
Marlborough, MA 01752
781.985.1077

October 30, 2025

Expires November 14, 2025





Konica Minolta Business Solutions (KMBS) welcomes the opportunity to respond to your request and proud to offer a program that combines our technology, solutions, and services that will provide your organization with a competitive advantage, reshape your work environment, and contribute to your long-term business goals.

Today's highly mobile flexible and dynamic workforce requires technologies and solutions that seamlessly blend physical and virtual work environments. At KMBS we are building on our core set of smart office solutions by integrating technology that will allow you to be more productive, efficient, and collaborative.

Thank you for considering KMBS in your evaluations. We look forward to demonstrating our commitment to the City of Gardner Health Department, and are confident that our offerings will meet your expectations and deliver increased value and efficiencies.

Sincerely,

Chad Whitman

Chad Whitman
Senior Account Executive – Public Sector – Schools & Local Government
Konica Minolta Business Solutions U.S.A., Inc.

Proprietary and Confidential Statement—The enclosed materials are proprietary to Konica Minolta Business Solutions U.S.A., Inc. and reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Konica Minolta Business Solutions U.S.A., Inc. and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. They are intended for informational purposes only to assist you in your evaluation of Konica Minolta Business Solutions U.S.A., Inc. as a potential business partner. These materials do not represent an offer or a binding agreement.



PROPOSED EQUIPMENT



Konica Minolta bizhub C361i

(Image for Illustration Purposes Only)

Digital Imaging System

- High-speed print / copy output of **36 ppm** in high-quality B&W and Color
- DUEL SCAN DOCUMENT FEEDER
- PC-416 HIGH CAPACITY PAPER FEED DRAWER
- FS-539 EXTERNAL FINISHER
- RU-513 RELAY UNIT
- FK-514 FAX KIT
- WT-506 WORKING TABLE
- DIAGNOSTIC POWERFILTER BLUETOOTH 120V/15A
- BIZHUB SECURE
- DELIVERY & REMOVAL
- BASIC NETWORK SET UP
- TONER/STAPLES/MAINTENANCE INCLUDED
 - BLACK & WHITE CPC @ \$0.0083
 - COLOR CPC @ \$0.05



Cost Analysis

Purchase bizhub C361i W/ CPC Service	
Purchase Price	\$7,213.70
Service – B&W @ \$0.0083 per impression and Color @ \$0.05 per impression	Varied depending on usage

Price Quoted using Mass. State Contract ITE001 Includes: Toner, Staples, Parts, Maintenance

Thank You!



Purchase Agreement/Equipment and Software Maintenance Agreement

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Client / DBA Name of Client	Tax ID # (FEIN/TIN)
City Of Gardner Department Public Works	046001389

Sold-To: Address
50 Manca Dr, Gardner, MA, 01440-3213, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Christine Harty	9786308195	0018258295

Bill-To: Address
50 Manca Dr, Gardner, MA, 01440-3213, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Christine Harty	9786308195	0018258295	charty@gardner-ma.gov

Ship-To: Address
50 Manca Dr, Gardner, MA, 01440-3213, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Christine Harty	9786308195	0018258295

PO #

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	SENDPROMAILCENTER	MailCenter	PURCHASE	\$ 0.00
1	1FWW	10lb Interfaced Weighing Feature	PURCHASE	\$ 1,620.21
1	7W00	MailCenter Meter	RENT	\$ 44.00
1	APAXL	Cost Acctg Accounts Level (100)	PURCHASE	\$ 0.00
1	APKG	SendPro 360 Shipping Feature	PURCHASE	\$ 0.00
1	APSA	145 LPM Speed	PURCHASE	\$ 0.00
1	CAABL	Basic Cost Acctg for SP MailCenter	RENT	\$ 15.00
1	F9PG	PowerGuard Service Package	PURCHASE	\$ 248.68
1	HV1P	MailCenter Printer	PURCHASE	\$ 0.00
1	HV96000	MailCenter Weighing Platform	PURCHASE	\$ 0.00
1	HVBA	MailCenter 1000	PURCHASE	\$ 6,273.75

1	HVPS	MailCenter Power Stacker	PURCHASE	\$ 2,550.00
1	HVSTYLUS	Stylus Kit for SendPro MailCenter	PURCHASE	\$ 16.16
1	M9SS	USPS Tracking Services	RENT	\$ 0.00
1	ME1C	Meter Equipment - Low	PURCHASE	\$ 650.00
1	MW90006	Power Stacker Portrait Flats Seal Kit	PURCHASE	\$ 453.18
1	MW92705	MailCenter 15in Display	PURCHASE	\$ 0.00
1	SJM1	SoftGuard - 1000	RENT	\$ 0.00
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)	SLA	\$ 837.60

Purchase Total**	\$ 11,811.98
Monthly Total**	\$ 59.00
Annual Total**	\$ 837.60

**Plus applicable taxes which will be applied at the time of billing.

Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
Subscriptions	\$ 45.00	Equipment Maintenance	\$ 837.60
Meter Services	\$ 132.00	N/A	N/A

Tax Exempt

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Shipping and Handling \$ 0.00

Initial Term : 12 Months

**Plus applicable taxes which will be applied at the time of billing.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

November 6, 2025

Hon. George Tyros, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: An Order Appropriating \$100,975.00 from Free Cash to the City Stabilization Account

Dear Mr. President and Councilors,

On October 23, 2025, the Massachusetts Department of Revenue certified the City's FY2023 Free Cash at \$2,019,510.

The attached free cash order for \$100,975.00 reflects the practices dictated by the City's policies.

The current balance in the City's stabilization account is \$3,443,101.11. This does not include this proposed appropriation request.

In reviewing the trends in the stabilization account with the City Auditor, due to appropriations that have been made and interest received in the account, the \$625,000.00 that was appropriated from the stabilization account for the construction of the new salt shed has fully been reimbursed to the account.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO STABILIZATION TRUST.

ORDERED:

That there be and is hereby appropriated the sum of One Hundred Thousand Nine Hundred Seventy-Five Dollars and No Cents (\$100,975.00) from Free Cash to Stabilization Trust.

STABILIZATION TRUST ACCOUNT HISTORY AS OF 10/31/25

Description	2026 Actual	2025 Actual	2024 Actual	2023 Actual	2022 Actual	2021 Actual	2020 Actual	2019 Actual
F/B STABILIZATION TRUST BALANCE	\$ 3,446,990.43	\$ 3,405,984.49	\$ 2,972,902.89	\$ 3,376,531.97	\$ 3,188,962.31	\$ 2,938,257.22	\$ 2,651,095.74	\$ 2,284,737.78
FC TRANSFERS	\$ -	\$ 261,809.00	\$ 128,978.00	\$ 130,819.00	\$ 180,582.00	\$ 220,913.06	\$ 309,484.00	\$ 223,429.00
INTEREST	\$ 41,005.94	\$ 171,272.60	\$ 92,392.92	\$ 56,750.66	\$ 70,123.09	\$ 66,248.42	\$ 56,509.96	\$ 41,425.35
OTHER TRANSFERS	\$ -	\$ -	\$ (625,000.00)					\$ (601,947.00)

Appropriations Since Salt Shed	
FY2024	\$ 128,978.00
FY2025	\$ 261,809.00
FY2026	\$ 100,975.00
Total	\$ 491,762.00
Difference from Salt Shed Appropriation	\$ 133,238.00
Interest Since Salt Shed	
FY2024	\$ 92,392.92
FY2025	\$ 171,272.60
FY2026 (YTD)	\$ 41,005.94
Total	\$ 304,671.46



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

November 7, 2025

Hon. George Tyros, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: An Order Appropriating \$100,000.00 from Free Cash to the Landfill Pump Repair Account

Dear Mr. President and Councilors,

The City's Health Department is currently overseeing the full repairs to the Solid Waste Landfill's leachate pump system that failed recently and currently has a temporary repair operating in its place.

This pump system controls the leachate and run off from the site and pumps it into the City's wastewater system for treatment.

This appropriation would cover the cost of this repair.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO LANDFILL PUMP
REPAIR.

ORDERED:

That there be and is hereby appropriated the sum of One Hundred Thousand
Dollars and No Cents (\$100,000.00) from Free Cash to the Landfill Pump Account.



Re: Landfill

From Mayor <Mayor@gardner-ma.gov>
Date Wed 11/19/2025 8:48 AM
To John Richard <jrichard@gardner-ma.gov>; Titi Siriphan <tsiriphan@gardner-ma.gov>; Jayen Kumar <jkumar@gardner-ma.gov>
Cc Angela DiPrima <adiprima@gardner-ma.gov>

Ti/Jay

Can you add this to the finance committee packet, please?

Thanks,

Mike

Get [Outlook for iOS](#)

From: John Richard <jrichard@gardner-ma.gov>
Sent: Wednesday, November 19, 2025 8:46:45 AM
To: Mayor <Mayor@gardner-ma.gov>; Titi Siriphan <tsiriphan@gardner-ma.gov>
Cc: Angela DiPrima <adiprima@gardner-ma.gov>
Subject: FW: Landfill

Hi Mike and Ti

Here is the email that show the funding source for part of the Leachate system. There is a little buffer for contingencies like having to drain the system weekly.

Let me know if you need anything else.

Thank you.

John Richard
City Auditor



95 Pleasant Street, Room 114
Gardner, MA 01440-2630
978-632-1900 ext 8020

From: John Richard
Sent: Thursday, October 30, 2025 2:12 PM
To: Angela DiPrima <adiprima@gardner-ma.gov>
Cc: Mayor <Mayor@gardner-ma.gov>
Subject: FW: Landfill

Hi Angela

Here is the email that shows where the funding is coming from (accounts in green). Covers about \$132K and free cash of \$100K which hasn't been submitted to council yet.

Just wanted to keep you in the loop. Let me know if you have any questions.

Org	Object	Description	2026 Revised Budget	2026 Actual	2026 Encumbrances/Requisitions	2026 Available
64433	52151	TELECOMMUNICATIONS	\$ 2,910.00	\$ 404.16	\$ -	\$ 2,505.84
64433	52031	REPAIRS TO PUMPS	\$ 15,000.00	\$ 850.50	\$ 6,717.80	\$ 7,431.70
64433	52190	PROFESSIONAL SERVICES	\$ 20,000.00	\$ 2,500.00	\$ 5,656.02	\$ 11,843.98
64433	52271	GROUNDWATER MONITORING	\$ 15,000.00	\$ 7,355.00	\$ 10,076.70	\$ (2,431.70)
64433	52030	FINAL COVER MAINTENANCE	\$ 10,000.00	\$ 6,117.54	\$ -	\$ 3,882.46
64433	52110	ENERGY & UTILITIES	\$ 6,500.00	\$ 1,019.26	\$ -	\$ 5,480.74
64433	62031	ENCUMB REPAIRS TO PUMPS	\$ 132,434.64	\$ -	\$ 9,341.27	\$ 123,093.37
64433	62190	ENCUMB PROFESSIONAL SERV	\$ 2,247.35	\$ -	\$ 404.22	\$ 1,843.13
64433	52270	AIR POLLUTION CONTROL MAINTENA	\$ 24,900.00	\$ 12,660.48	\$ 14,083.50	\$ (1,843.98)
					FY26 BUDGET TOWARDS PROJECT	\$ 132,368.20
					COST OF LEACHATE SYSTEM PROJECT	\$ (224,828.00)
					FREE CASH NEEDED OR OTHER FUNDING	\$ (92,459.80)

John Richard
City Auditor



95 Pleasant Street, Room 114
Gardner, MA 01440-2630
978-632-1900 ext 8020

From: John Richard
Sent: Wednesday, October 1, 2025 1:38 PM
To: Micah Blondeau <mblondeau@gardner-ma.gov>
Cc: Mayor <Mayor@gardner-ma.gov>
Subject: RE: Landfill

Hi Micah

My recommendation is to continue with the Leachate system project. Quick analysis the funding will be short about \$100K. We had slotted \$50K on the free cash list. Mayor and I will have to discuss the other \$50K funding but this project need to get done.

Org	Object	Description	2026 Revised Budget	2026 Actual	2026 Encumbrances/Requisitions	2026 Available
64433	52151	TELECOMMUNICATIONS	\$ 2,910.00	\$ 404.16	\$ -	\$ 2,505.84
64433	52031	REPAIRS TO PUMPS	\$ 15,000.00	\$ 850.50	\$ 6,717.80	\$ 7,431.70
64433	52190	PROFESSIONAL SERVICES	\$ 20,000.00	\$ 2,500.00	\$ 5,656.02	\$ 11,843.98
64433	52271	GROUNDWATER MONITORING	\$ 15,000.00	\$ 7,355.00	\$ 10,076.70	\$ (2,431.70)
64433	52030	FINAL COVER MAINTENANCE	\$ 10,000.00	\$ 6,117.54	\$ -	\$ 3,882.46
64433	52110	ENERGY & UTILITIES	\$ 6,500.00	\$ 1,019.26	\$ -	\$ 5,480.74
64433	62031	ENCUMB REPAIRS TO PUMPS	\$ 132,434.64	\$ -	\$ 9,341.27	\$ 123,093.37
64433	62190	ENCUMB PROFESSIONAL SERV	\$ 2,247.35	\$ -	\$ 404.22	\$ 1,843.13
64433	52270	AIR POLLUTION CONTROL MAINTENA	\$ 24,900.00	\$ 12,660.48	\$ 14,083.50	\$ (1,843.98)
					FY26 BUDGET TOWARDS PROJECT	\$ 132,368.20
					COST OF LEACHATE SYSTEM PROJECT	\$ (224,828.00)
					FREE CASH NEEDED OR OTHER FUNDING	\$ (92,459.80)

John Richard
City Auditor



95 Pleasant Street, Room 114
Gardner, MA 01440-2630
978-632-1900 ext 8020

From: Micah Blondeau <mblondeau@gardner-ma.gov>
Sent: Wednesday, October 1, 2025 1:28 PM
To: John Richard <jrichard@gardner-ma.gov>
Cc: Mayor <Mayor@gardner-ma.gov>
Subject: Landfill

Hi John,

We received only one bid for the leachate system repairs in the amount of \$224,828. As this is much higher than the recent estimate, I would like to know if it is still possible to proceed with the project.

In the meantime, I am working on obtaining estimates for limited repairs that would prevent the need for ongoing pumping, which will likely be required every other week otherwise.

Please let me know how you would like to proceed.

Thank you,

Micah

Micah Blondeau R.S.
Director of Public Health
City of Gardner MA
95 Pleasant St Room 29
978-630-4013

CITY OF GARDNER
PURCHASING DEPARTMENT
 95 Pleasant Street, Room 217
 Gardner, MA 01440
 978-632-0426

INVITATION FOR BID
 (Leachate System Improvement Project)
 MGL Chapter 30, 39M

PROCUREMENT # 2026-018

ISSUE DATE: September 3, 2025

CITY OF GARDNER
 Joshua Cormier, CPO, MCPPO
 Director of Purchasing
jcormier@gardner-ma.gov

Required Submission Date: Thursday, September 23, 2025, no later than 12:00 p.m. local time

Deliver Submission To: Purchasing Department, 95 Pleasant Street, Room 217, Gardner, MA 01440. Submissions must have “2026-018 Leachate System Improvement Project” written on the envelope.

Pre-Bid Site Walk: To be held at the site on Monday, September 15, 2025 at 10:00 a.m.

Last Day for Questions: Thursday, September 17, 2025 no later than 4:00 p.m.

Bond Requirements: 50% Payment Bond required if more than \$25,000

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**CITY OF GARDNER
PURCHASING DEPARTMENT**

INVITATION TO BID

Leachate System Improvement Project

Proposals will be received at the office of the City Purchasing Agent, Room 217 City Hall, Gardner, MA until Thursday, September 23, 2025 at 12:00 p.m. and at that time and place publicly opened.

This invitation seeks proposals from qualified vendors to replace pumps, level sensors, flow meters and fittings, junction boxes and the control panel; test existing wiring integrity; connect system; and repair existing enclosure for main power and control panel; and shall include all labor, materials and equipment necessary to satisfy the requirements of this bid.

Bidding procedure and award shall be subject to the provisions of Chapter 30, 39M of the General Laws of the Commonwealth, including all current amendments. The City of Gardner reserves the right to waive any informalities or irregularities in the bids received, or to reject any and all bids, wholly or in part, and to accept proposals deemed to be in the best interest of the City.

Specifications, Terms and Conditions and Bid Forms may be obtained by visiting the City of Gardner's website at: www.gardner-ma.gov.

City of Gardner
by Joshua Cormier
City Purchasing Agent

To appear in the Gardner News
Wednesday, September 3, 2025

CITY OF GARDNER
DEPARTMENT OF PUBLIC WORKS
ENGINEERING / SURVEY DEPARTMENT

INFORMATION FOR BIDDERS

1 Project Site

The Project is the Gardner Sanitary Landfill, located at 744 West Street (Route 68) in the City of Gardner, Worcester County, Massachusetts.

2 Inspection of Site

By submitting a bid, the Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to the conformation and conditions of the ground; the immediate and adjacent environs; access and egress; local ordinances, policies and regulations; and the identification of any discrepancies in the contract documents affecting the contract bid price, all as a result of a pre-bid visit and careful review of the bid documents.

Any failure of the Contractor to take the actions described and acknowledged in this paragraph shall not relieve the Contractor from responsibility for properly estimating the difficulty and cost of successfully performing all work in accordance with the Contract Documents without additional cost to the City of Gardner (hereinafter Owner, or City, or Awarding Authority).

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based upon the information made available by the Owner.

3 Qualification Statements

In accordance with the City of Gardner's requirements, prospective bidders must complete and submit a Qualification Statement for this project. Qualification forms are included are included with the Form for General Bid.

4. ~~_____~~ Bid Deposit

~~All proposals must be accompanied by a bid deposit in the amount of five percent (5%) of the value of the bid, and shall be in the form of a bid bond, or a certified or cashier's check issued by a responsible bank or trust company, payable to the City of Gardner, in the name of which the Contract for work is executed. Bid bonds shall be (a) in a form satisfactory to the City, (b) with a surety company qualified to do business in the Commonwealth and satisfactory to the City, and (c) conditioned upon the faithful performance by the principal of the agreements contained in the bid. The bid deposit must be enclosed in the same envelope with the proposal.~~

~~Bid deposits will be returned to respective bidders within five (5) working days after proposals are opened; except those of the three (3) lowest responsible and eligible general bidders, which the City will hold until the successful bidder has executed the Contract. Thereafter, all remaining deposits, including that of the successful bidder, will be returned upon the expiration of the time prescribed for making an award. See applicable provisions of MGL c. 30 § 39M, and/or MGL c. 149 § 44B, which may apply.~~

5 Award of Contract

The Notice of Award of a Contract, after approval by the awarding authority, shall be within thirty (30) days, Saturdays, Sundays and legal holidays excluded, and shall be in written form signed by an authorized representative of the City of Gardner. The notice shall bind the successful bidder to execute the Contract and furnish a Certificate of Good Standing in the Commonwealth of Massachusetts, 100% Performance and Payment bonds, insurance certificates, and be responsible for liquidated damages provided in the General Conditions. The rights and obligations provided by the Contract shall become effective and binding upon the parties only upon formal execution. See applicable provisions of MGL c. 149 § 44A-H, and/or MGL c. 149 § 29, which may apply.

6. Time for Executing Contract and Liquidated Damages for Failure to Execute

The successful bidder shall execute and deliver to the Owner of the Contract, and all required Bonds, Certificates and insurance certifications, within ten (10) days of receipt of Notice of Award. Failure or refusal of the successful bidder to execute and deliver the Contract and Bonds required within ten (10) days shall result in forfeiture of the bid deposit to the Owner as liquidated damages for such failure or refusal. The bid deposit shall become the property of the Owner for liquidated damages provided the amount of bid deposit does not exceed the difference between bid price and bid price of next lowest responsible bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the general bidder, in the opinion of the Owner, said bid deposit shall be returned to such bidder.

7 Prices

In the event of discrepancy between the prices quoted in the proposal in words and those quoted in figures, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools and other facilities, and the performance of all labor services necessary or proper for the completion of the work, including all delivery and/or freight costs FOB work site.

8. Sales Tax Exemption

The City of Gardner is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. All purchases of supplies and materials in relation to the project are therefore exempt. This should be considered when forming contract prices. The City of Gardner Tax Exempt Number is E-046-001-389.

9. All Contracts Subject to Appropriation

The execution of a Contract is subject to adequate financial appropriation for the Project as advertised. The lack of adequate financial appropriation by the Owner, or granting agency, for the Project shall constitute grounds to reject all bids, or those bids which exceed the financial limitations imposed by the Owner.

10. Changes in Quantities of Work

- A. Site Conditions – MGL c. 30, § 39N is incorporated herein and made a part of this Contract to the extent required by law.
- B. Quantities – The City reserves the right to modify the scope of work including, but not limited to, estimated quantities, provided that the total price for all such modifications does not exceed 25% of the total Contract price, or as otherwise required by law.

The Contract shall be awarded to the lowest eligible and responsible bidder. The lowest bidder shall be the bidder with the lowest base bid plus a total of the alternates, if included in the project, selected by the Owner in the order presented.

11. Addenda

If it becomes necessary to revise any part of this Invitation to Bid or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all bidders who have requested the bid documents. No addenda will be issued within the immediate three (3) business days prior to the bidding deadline. If an addendum is issued, all bidders shall acknowledge receipt of each addenda on their bid submission.

12. Questions During Bidding Period

Any questions during the bidding period as to the interpretation of the Invitation to Bid, form of proposal, form of Contract, plans, specifications or form of performance and payment bonds, must be received by the City not less than five (5) days prior to the date set for receipt of bids. Written inquires should be directed to: City of Gardner Purchasing and Civil Enforcement Department, 95 Pleasant Street, Room 217, Gardner, MA 01440. Attn: Jennifer Dymek, Director.

The Owner will forward, via certified mail, return receipt requested, or via confirmed facsimile or email, to all prospective bidders at the address given by them, interpretations of all questions raised in accordance with this section, which in the Owner's opinion, require such interpretation. The Owner's response shall be issued not less than two days prior to the date set for receipt of bids. Oral representations shall not bind the Owner.

13. Competence

No Contract shall be awarded except to responsible, established bidders capable of performing the class of work contemplated. Before the awarding of the Contract, any bidder may be required to show that it has the necessary facilities, experience, ability and financial resources to perform the work in a satisfactory

manner and within the time stipulated. The bidder may be required to furnish the Owner with statements as to its experience and financial status. The bidder agrees upon request of the Owner to furnish in confidence such information as will enable it to judge the financial responsibility of the bidder and any listed subcontractors.

SECTION 00410

FORM FOR GENERAL BID

PROJECT IDENTIFICATION:

2026-018

Leachate System Improvement Project
Gardner, Massachusetts

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to This Bid
8. Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.1 This Bid is submitted to:

Purchasing Department
Gardner City Hall
95 Pleasant Street – Room 217
Gardner, MA 01440

- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid deposit. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges the receipt of all Addenda.
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Bidder certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work, 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 that Bidder will comply fully with all laws and regulations applicable to awards made subject to MGL Chapter 149, Section 44A.
- 4.2 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.
- 4.3 Bidder certifies that, under penalties of perjury, there have been no substantial changes in Bidder's financial position or business organization other than those changes noted within the application since the applicant's most recent prequalification statement and that the Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. "Person" here means any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.
- 4.4 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 4.5 Bidder certifies that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 4.6 Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4.7 Bidder certifies that Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
- A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Bidder proposes to furnish all labor and materials required for the project in accordance with the accompanying Bidding Documents prepared by The City of Gardner, for the Contract Price specified below, subject to additions and deductions according to the terms of the Bidding Documents.

5.2 This Bid includes Addenda numbered_____.

5.3 The proposed Contract Price is (sum of Items 1 through 3):

_____dollars (words)

\$_____ (figures)

ARTICLE 6 - TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with Section 27 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times as stated in the Agreement.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.1 The following documents are attached to and made a condition of this Bid:
 - A. Evidence of authority to sign
 - B. List of Project References
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids
 - D. City of Gardner Department of Community Development and Planning "Qualification Statement".

ARTICLE 8 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

If BIDDER is:

An Individual

By _____

(Individual's Signature)

(Printed or Typed Name of Individual)

Doing Business as _____

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Partnership

By _____

(Firm's Name)

By _____

(Partner's Signature)

(Printed or Typed Name and Title of Partner)

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Corporation

By _____

(Corporation's Name)

(State of Incorporation)

By _____

(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest _____

(Secretary)

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Joint Venture

By _____

(Signature)

(Printed or Typed Name)

(Address)

Phone #: _____

Fax #: _____

By _____

(Signature)

(Printed or Typed Name)

(Address)

Phone #: _____

Fax #: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____

(Name of Corporation)

held on _____ at which all the Directors were present or waived notice, it was voted

(Date)

that _____

(Name)

(Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such _____

under seal of the

(Officer)

company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____

(Signature/Title)

Place of

Business: _____

I hereby certify that I am the _____ of the _____

(Title)

(Name of Corporation)

that _____ is duly elected _____

(Officer, Name)

(Title)

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

Full Legal Name of Business

Telephone Number

State of Incorporation*

Principal Place of Business

Qualified in Massachusetts

Place of Business in Massachusetts

Signature

**If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.*

Subscribed and sworn to before me

(Corporate Seal)

If applicable (i.e., not necessary for sole proprietorships or partnerships)

this ____ day of _____, 2001

_____(Notary Seal)

Notary Public

My Commission Expires _____

CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an original signature and all other information, or the Bid or Proposal will be rejected.

DEBARMENT: Chapter 550, Acts of 1991: Undersigned certifies under penalties of perjury that said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

TAXES PAID: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that, to the best of my knowledge and belief, all Massachusetts State Tax Returns and all Massachusetts State Taxes required under law have been paid, and I have complied with the reporting of employees and contractors, and withholding and remitting of child support.

FOREIGN CORPORATION: In accordance with Massachusetts General Laws Chapter 30, Section 39L, any foreign contractor or subcontractor is required to provide a certificate from the Secretary of State stating that such corporation has complied with Massachusetts General Laws Chapter 181, Section 3 and 5, including the date of compliance. Further, bidder's attention is called to Massachusetts General Laws Chapter 268A, in connection with which the bidder is requested to submit the information requested in the signature section of this document.

COMPLIANCE: The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. Bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in Massachusetts as required by Law.

Authorized Signature

INDEMNIFICATION AGREEMENT

The undersigned agrees to indemnify, pay on behalf of, defend, and hold harmless the City of Gardner and its officers, attorneys, employees and agents from any and all claims, demands, suits, actions, costs, liabilities, penalties, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the City by reason of (a) any failure on the part of the Contractor to comply with any provision or term required to be performed or complied with by the Contractor under this Contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct or any person whomsoever other than the City of Gardner. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought hereon, and the defense thereof with counsel acceptable to the City or counsel selected by an insurance company which has accepted liability for any such claim.

Authorized Signature

CERTIFICATE OF NON-COLLUSION

MGL Chapter 40, Section 4B ½, Chapter 30, Section 39M and/or Chapter 30B, Section 10: Undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and submitted in good faith without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.

Authorized Signature

WARRANTIES/GUARANTEES

All prospective bidders on Items/Equipment/Services that carry Warranties and/or Guarantees shall include with their sealed bids a copy of the Warranties and/or Guarantees, as well as a copy of the Warranties and/or Guarantees on the items being bid, if applicable. Warranty starts after the date of acceptance by the using department. Please complete the following and specify if Warranty/Guarantee is for more than contractually required one-year period:

PAYROLL RECORDS

The undersigned, as contractor, shall preserve payroll records associated with this contract for a period of three years from the date of completion of this contract and to furnish to the Commissioner of Labor and Workforce Development, Division of Occupational Safety, within fifteen days after completion of this contract the Statement of Compliance required by MGL, Ch. 149, Sec. 27B.

In addition, the undersigned, as contractor, is required to submit a copy of its weekly payroll records to the awarding authority, namely the Purchasing Agent. This is required to be done on a weekly basis.

The undersigned agrees to indemnify and hold harmless the City for any non-payment of the wages required by sections twenty-six to twenty-seven D of chapter one hundred forty-nine of the general laws of the Commonwealth.

ABILITY TO FURNISH LABOR

The undersigned hereby certifies ability to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and compliance fully with all laws and regulations applicable to awards made subject to Section Forty-four A.

EQUAL EMPLOYMENT CERTIFICATION

Bidder certifies that:

1. The undersigned intends to use the following listed construction trades in the work under the contract:

2. The undersigned shall comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. The undersigned shall obtain from each of its Subcontractors and submit to the Awarding Authority prior to the award of any subcontract under the Contract the Subcontractor certification.

OSHA CERTIFICATION**Chapter 306 of the Acts of 2004****An Act Relative to the Health and Safety on Construction Projects**

Bidder certifies that it, its employees, and all its subcontractors (if applicable) 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 a least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course for each employee with the first certified payroll report.

Signature of authorized representative of Contractor

CITY OF GARDNER
“QUALIFICATION STATEMENT”

Submit this form with your bid. Answer all questions. Responses must be clear and comprehensive. If necessary, attach separate sheets for answers. The party who will submit the bid for the firm must sign this form. This statement must be notarized. Bidders may submit additional supporting information if they desire.

1. Name of Bidder.
2. Location of permanent main office.
3. When was the firm organized?
4. How many years have you been engaged in the contracting business under your present firm or trade name?
5. Describe the general character of work performed by your company.
6. List the contracts your firm has on hand stating for each contract: name and address of the client and name of the person supervision for the client; contract value; the start and stop dates.
7. List at least three (3) similar contracts recently completed by your firm, stating for each contract: name and address of client and name of person supervision for client; contract value; and the month and year completed.
8. Have you ever failed to complete any contract awarded to you? Yes No
If so, explain where and why.
9. Have you ever defaulted on a contract: Yes No
If so, explain where and why.

- 10. Describe your experience in construction work similar in nature and scope to this project.

- 11. Describe the background and experience of the principal members of your organization, including the officers.

- 12. Identify the employee who will be responsible for managing this project.

- 13. List the major equipment your firm has available for this contract.

- 14. Credit available:

- 15. Provide a bank reference (name and address of institution, name of supervising person for the bank)

- 16. Will you provide a detailed financial statement and furnish such other information as the City of Gardner, Department of Community Development and Planning may reasonably request?
 Yes No

The undersigned certifies under the law of perjury that the information provided in this Qualification Statement is true, complete and correct. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Gardner, Department of Community Development and Planning to verify the information provided in this Qualification Statement.

By: _____ Date: _____

Type or print name and title: _____

COMMONWEALTH / STATE OF _____

_____ County, SS.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identity, which was/were _____, to be the person whose

name is signed on the preceding or attached document, and acknowledge to me that (he) (she) signed it voluntarily and for its stated purpose.

Notary Public

My Commission Expires:

**CITY OF GARDNER
CONTRACT #2025-**

THIS Contract made this ___ day of October, 2025, by and between the City of Gardner, hereinafter referred to as the "City", and _____ hereinafter referred to as the "Contractor."

WHEREAS the City Purchasing Agent has invited bids pursuant to Massachusetts General Laws and;

WHEREAS the City of Gardner, acting through the City Purchasing Agent, has awarded the bid to the Contractor the parties for the good and valuable consideration agree as follows:

SECTION ONE. TERM and PRICE.

1.1 The term of this contract shall be from _____ to the completion of the project. Contract term is at the sole discretion of the City of Gardner and will not exceed three years.

SECTION TWO. SERVICE.

2.1 The Contractor shall provide services for the City of Gardner as specified herein.

SECTION THREE. OBLIGATIONS OF CONTRACTOR.

3.1 The Contractor agrees to furnish materials and labor in accordance with the terms of its Bid, which is incorporated herein and made part of this Contract. A copy of the Contractor's Bid is attached hereto.

3.2 The Contractor agrees to furnish work described in accordance with the terms of the specifications, which are incorporated herein and made part of this Contract. A copy of specifications is attached hereto.

3.3 The Contractor agrees to furnish materials and labor equal to or better than that described in the specifications.

3.4 The Contractor agrees at all times to furnish careful, competent and experienced personnel for said contract.

3.5 The Contractor agrees to keep in force at all times during the term of this contract insurance coverage as specified in the bid documents. Upon the execution of this Contract by the Contractor, the Contractor shall deliver to the City of Gardner, Certificates of Insurance, which indicate the City of Gardner as named insured.

3.6 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 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.

(1) The contractor further agrees to indemnify and hold harmless the City, including its agents, employees and representatives, from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, or any activity related to 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 therefrom and; (b) is caused in wholly or in part by any intentional, reckless or 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.

(2) 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.

(3) In any and all claims against the City or any of their agents or employees by any employee of the Contractor or 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 under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

(4) The obligations of the Contractor under this paragraph shall not extend to the liability of the City, its agents or employees, arising out of the giving of, or the failure to give, directions, or instructions by the City, its agents or employees provided such giving or failure to give directions is the primary cause of the injury or damage.

(5) The intent of the specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

3.7 SUSPENSION AND DEBARMENT: The Contractor certifies that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal or State Government Agency or Department.

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

SECTION FOUR. OBLIGATIONS OF CITY

4.1 The City of Gardner agrees to compensate the Contractor at the rates indicated in the Contractor's form for bid (hereby incorporated and made part of this agreement)

4.2 Whenever the Contractor fails, for any reason to perform within requirements of the specifications, a prescribed deduction in the compensation herein before provided shall be made.

SECTION FIVE. RESERVATIONS OF RIGHTS.

5.1 The City of Gardner reserves the right, by giving thirty (30) days written notice, to terminate this agreement without liability on its part.

5.2 The City of Gardner reserves the right to cancel this contract, by giving thirty days written notice, if funds are not appropriated or otherwise made available to support the contract in any fiscal year.

5.3 The City of Gardner reserves the right to enter agreements with other parties, if additional work is required.

5.4 Both the City and the Contractor acknowledge the applicability of the State Conflict of Interest Law (General Laws Chapter 268A) to the relationship(s) established by this Contract. This Contract expressly prohibits any activity that 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 City that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

SECTION SIX. DEFAULT.

6.1 In the event the Contractor is unable to furnish services temporarily, the City of Gardner is authorized to hire a replacement(s) for such time is necessary, and the Contractor shall pay for the cost of this emergency service. Nothing herein shall be contracted to eliminate or diminish the obligation of the bonding company if any.

6.2 If the Contractor fails to perform services or performs services in a manner which is not pursuant to the terms and conditions of this Contract, the City of Gardner may make any reasonable purchase or contract to purchase services in substitution for service due from the Contractor, and may deduct the cost of any substitute contract, or damages sustained by the City of Gardner due to non-performance or non-conformance of services, together with incidental or consequential damages from the contract price, and shall withhold such damages from sums due or to become due.

6.3 The Contractor agrees that if it is determined by the City of Gardner at any time that the Contractor has substantially violated any of the provisions of this Contract, the City of Gardner may terminate this Contract any time. Determination may be based on default in performance, nonconformity of performance, breach of the terms and conditions of this contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or a general assignment for the benefit of Contractor’s creditors or any other act or conduct by the Contractor which impairs the service under this Contract.

6.4 All rights of the City of Gardner are distinct and cumulative to any other right and may be exercised by the City concurrently, independently or successively.

6.5 Any forbearance by the City of Gardner in exercising any right shall not be a waiver, preclude the exercise of any such right, or remedy by the City of Gardner.

SECTION SEVEN. GENERAL CONDITIONS.

7.1 The Contractor will not subject, sell, transfer, assign, pledge or otherwise dispose of any portion of this Contract without the express, written consent of the City Purchasing Agent.

7.2 Any notice from the City of Gardner to the Contractor relating to this Contract shall be in writing and shall be deemed duly served, if mailed on the date of actual service properly addressed, to the Contractor at the above listed address.

Any notice from the Contractor to the City of Gardner relating to this Contract shall be deemed duly served, if mailed on the date of actual service properly addressed, to the City Purchasing Agent, 95 Pleasant Street, Gardner, MA 01440

7.3 This Contract, executed in three copies, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and endures to the benefit of the parties hereto, and may be made canceled, modified, or amended only by a written instrument executed by both the parties named herein.

7.4 This instrument, together with 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.

IN WITNESS WHEREOF the said City of Gardner and Contractor have hereunto set their hands and seals.

FOR CORPORATION

CITY OF GARDNER, by its Mayor

(Authorized Signature)

Michael J. Nicholson

APPROVED AS TO FORM:

FOR CONTRACTING DEPARTMENT:

City Solicitor

(Department Head)

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

PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply.

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GENERAL CONDITIONS

1. Funding Source

The project to be constructed and pursuant to this Contract shall be financed with assistance from the City of Gardner and is subject to all applicable state and local regulations.

2. Definitions

- 2.1 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 2.2 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 2.3 Bidder - Any person, firm or corporation submitting a Bid for the Work.
- 2.4 Bonds - Bid, Performance and Payment Bonds, and other instruments of security, furnished by the Contractor and/or its Surety, in accordance with the Contract Documents.
- 2.5 Change Order - A written order to the Contractor executed by both parties authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 2.6 Contract Documents - The Contract, including Advertisement for Bids, Agreement, Information to Bidders, Bid, Bid Bond, Form for General Bid, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, written Change Orders, Plans, Specifications and Addenda.
- 2.7 Contract Price - The total moneys payable to the Contractor under the terms of conditions of the Contract Documents.
- 2.8 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 2.9 Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.
- 2.10 Drawings - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.

- 2.11 Engineer - The individual or firm authorized by the Owner to prepare and review the technical specifications and drawings which the Contractor shall follow in performing the Work.
- 2.12 Field Order - A written order effecting a change in the Work not involving an adjustment in the Contract Price, or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 2.13 Notice of Award - The written notice from the Owner to the successful Bidder of acceptance of the Bid.
- 2.14 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing it to proceed with the Work and establishing a date of commencement and completion of the Work.
- 2.15 Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual with whom the Contractor has executed the Agreement, and for whom the Work is to be performed,
- 2.16 Plans - The Contract Drawings, or exact reproductions thereof, which show the scope, character, dimensions and details of the Work, and which have been prepared or approved by the Engineer.
- 2.17 Project - The undertaking to be performed as provided in the Contract Documents.
- 2.18 Project Representative - The duly authorized representative of the Owner.
- 2.19 Resident Project Engineer - The representative of the Owner who is assigned to the Project site or any part thereof and reports to Project Representative. Resident Project Engineer shall have no authority to bind the Owner to expend funds in excess of appropriated funds, or to modify the specifications, or to suspend or terminate the work.
- 2.20 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 2.21 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 2.22 Special Conditions or Provisions - Revisions or additions to the General Conditions, Supplemental General Conditions or Specifications applicable to an individual project.

- 2.23 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part or whole of the Work at the site.
- 2.24 Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 2.25 Supplemental General Conditions - Additions or modifications to these General Conditions supplying detailed information required for the project documents.
- 2.26 Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 2.27 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

3. Contract Plans and Specifications

All plans, specifications and addenda, hereinafter enumerated or referenced in this contract, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein set fully forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

4. Additional Instructions and Detail Drawings

The Owner may in its discretion provide the Contractor with additional instructions and detail drawings as necessary to carry out the work included in the contract, and the Contractor shall carry out the work in accordance with the same. The Contractor shall prepare for approval by the Engineer: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

5. Shop or Setting Drawings

The Contractor shall submit promptly to the Engineer three (3) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with three

(3) corrected copies. The Contractor shall furnish additional copies as requested by the Engineer. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless Contractor notifies the Engineer in writing of any deviations at the time such drawings are furnished.

6. Materials, Services and Facilities

- 6.1 Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- 6.2 Prior to installation, the Contractor shall furnish to the Engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which Contractor contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required.
- 6.3 Materials specified by reference to the number or symbol of a specific standard (such as A.S.T.M. Standard, a Federal Specification or other similar standard), shall comply with requirements of the most recent revision thereof and any amendment or supplement thereto in effect on the date of the Advertisement, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as may be modified by the Contract Documents, shall have full force and effect as though printed therein.
- 6.4 When requested by the Engineer, the Contractor shall submit Certificates of Compliance from the manufacturer, certifying that the equipment materials comply with the requirements of the specifications or standards. Such certification shall be in the following form:

(sample - on manufacturer's letterhead)
 CERTIFICATE OF COMPLIANCE
 - (manufactured or fabricated materials) -

Date: _____, 20__

This certifies that _____
(description, kind of material, Model No., etc.)

Furnished to _____
(name of contractor, general or sub)

For use on _____
(project name)

In the amount of _____
(quantity represented)

Identified by _____

Shipped on _____, 20____, Delivered on _____, 20____

Shipped via _____
(method of shipment, Car No., Truck No.)

Meets the requirements of the pertinent project plans, special conditions and specifications of the subject project in all respects. Processing, product testing and inspection control of raw material are in conformance with all applicable specifications, drawings and/or standards of all articles furnished.

All records and documents pertinent to this Certificate and not submitted herewith shall be maintained available by the undersigned for a period of not less than three years from the date of the Certificate.

(name of manufacturer)

By: _____
(name and title of authorized signatory)

- 6.5 Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

7. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

The Contractor shall obtain all necessary rights and licenses to allow the Owner to use the goods and services provided by this Agreement in full compliance with any and all copyright, patent rights or licenses, without requiring additional payment by the Owner.

8. Title to Work

The title to all work completed and in the course of construction and of all material on account of which any payment has been made shall be in the Owner.

9. Inspection and Testing of Materials

All materials and equipment used in the construction of the project shall be subject to inspection and testing by the Owner, or its designee, in accordance with accepted standards to establish conformance with specifications and suitability for uses intended. Nevertheless, said

inspection and/or testing, or a lack thereof, shall not relieve the Contractor of its obligations under the terms and conditions of the Contract Documents.

10. Express Warranty

The Contractor guarantees to Owner that all materials incorporated into the work shall be new unless otherwise specified or agreed by the Parties. Contractor also guarantees that all work shall be done in a workmanlike manner, free from defects, and in conformance with any and all specifications contained in the Contract Documents.

The work performed by the Contractor shall conform to the high professional standard of care and practice customarily expected of those engaged in performing comparable work, the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them and the recommendations, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment.

11. Maintenance and Guarantee

The Contractor guarantees that all work performed under this contract shall meet fully all requirements thereof as to quality of workmanship and of materials. The Contractor hereby agrees to make at its own expense any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found by the Owner to be deficient with the respect to any provisions of the specifications. The Contractor shall hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the owner for the full cost thereof.

12. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design shall be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's prior written approval. Notwithstanding any provision to the contrary, the requirements of MGL c. 30, sec. 39M(a) are hereby incorporated and made a part of this Agreement.

13. Surveys, Permits and Regulations

Unless otherwise expressly provided for in the specifications, the Owner shall furnish to the Contractor all surveys necessary for the execution of the work. The Owner, however, does not warrant or guarantee the accuracy or completeness of said surveys.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of this contract, and shall comply with the provisions of 24 CFR 85.36(h)(1)-(3) and Massachusetts General Laws with respect to bonding and other insurance requirements.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

14. Contractor's Obligations

The Contractor shall, in good and workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, as are necessary and/or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as may be given from time to time during the progress of the work. Contractor shall furnish, erect, maintain and remove such facilities, equipment, material and temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall perform, carry on and complete the entire work to the satisfaction of the Engineer and the Owner.

15. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer with the Owner's approval shall direct, the Contractor shall, and shall cause its subcontractors to, protect carefully all work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect such work, said materials shall be removed and replaced at the expense of the Contractor.

16. Protection of Work and Property - Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract, and shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or its duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor is allowed to act, without previous instructions from the Engineer, in a diligent manner to prevent said loss or injury. Contractor shall immediately notify the Engineer and Owner in writing thereafter, and shall promptly submit any resulting claim for extra work to the Engineer.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening loss or injury to persons or property, or damage to the work or any adjoining property, it shall act as instructed or authorized by the Engineer.

The amount of extra payment claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 20 below.

17. Inspection

The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

18. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. All records shall be retained by the Contractor for a period of seven years from completion of the work.

All documents produced pursuant to this Agreement shall be the property of the Owner.

All information required from the Owner, or from others at the expense of the Owner, in the performance of this Agreement shall be and remain the property of the Owner. This includes, but is not limited to, all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the Contractor in the performance of this Agreement. The requirements of MGL c. 30, sec. 39R are hereby incorporated and made a part of this Agreement.

19. Superintendence by Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor, and shall be acceptable to the Engineer and Owner, and shall be a person anticipated to be continued in that capacity for the duration of the Agreement. The requirements of MGL c. 30, ss. 39I and 39N are hereby incorporated and made a part of this Agreement.

20. Changes in Work

- 20.1 The Contractor shall make no changes in the work without prior written approval of the Owner, however, the Owner may at any time by written order, and without notice to any sureties, require the performance of such extra work or changes in the work as may be found necessary or desirable. Charges or credits for any such changes shall be determined by one or more, or a combination of, the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost of-
 1. Labor, including foremen.
 2. Materials entering permanently into the work.
 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
 4. Power and consumable supplies for the operation of power equipment.
 5. Insurance.
 6. Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15 %) of the actual cost of work. The fee shall include the cost of supervision, overhead, bond, profit and any other general expenses.

- 20.2 The Engineer may authorize minor changes or alterations in the work which do not involve any extra cost or expense, and which are not inconsistent with the overall intent of the Contract Documents. If the Contractor determines that any such minor change or alteration so authorized by the Engineer entitles Contractor to an increase in the contract price, the Contractor shall be required to obtain prior written approval from the Owner as per paragraph 20.1 above.

21. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor shall prosecute the work regularly, diligently, without interruption and at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the Contractor neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby

agree, as a partial consideration for the awarding of this Contract, to pay to the Owner the amount of \$250.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event and said amount shall be retained from time to time by the Owner from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify the Owner, in writing, of the causes of the delay, and provide such additional information as the Owner may require, and the Owner shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

22. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet the Engineer's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract

Documents, the payment to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

23. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, Contractor shall, prior to disturbing such conditions, immediately provide written notice to the Engineer of such conditions. The Engineer shall thereupon promptly investigate the conditions, and if it is determined that such conditions materially differ from those shown on the plans or indicated in the specifications, the Engineer will at once make such changes in the plans and/or specifications as may be necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Paragraph 20 of these General Conditions. Notwithstanding any provision to the contrary, the requirements of MGL. c. 30, sec. 39N are hereby incorporated and made a part of this Agreement.

24. Right of Owner to Terminate Contract

The Owner may terminate this Contract by providing the Contractor and the Surety with ten (10) days written notice specifying the reasons for termination, including but not limited to those set forth below:

- (a) Violation of any of the provisions of this Contract by the Contractor or any of its subcontractors.
- (b) A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract.
- (c) Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract including, but not limited to, compliance with applicable state or local laws or regulations.

If the Owner terminates or suspends this Agreement for one or more of the reasons set forth in (a) through (c), the Contractor shall have a right only to payment for work performed and accepted prior to said termination or suspension, and shall have no right to recover indirect or consequential damages, including but not limited to lost profits.

In the event of any such termination, the Surety shall have the right to take over and perform the Contract. Provided, however, that if the Surety does not commence performance within ten (10) days from the date of the mailing of notice of termination to such Surety, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost. If the Owner takes over the work, it may take possession of and utilize, at no cost, such equipment, material and temporary works as may be on the site.

Further, the Owner may terminate or suspend this Contract if local and/or state funding is cancelled, revoked, reduced, suspended or terminated.

If the Owner determines that a continuation of work on the project would endanger the life, health, or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this Agreement by providing written notice to the Contractor. Should the Owner terminate or suspend this Agreement for any of the reasons set forth herein, the Contractor shall have a right only to payment for work performed and accepted prior to said termination or suspension and shall have no right to recover indirect or consequential damages, including but not limited to lost profits.

25. Payments to Contractor

- 25.1 Payment to the Contractor shall be in accordance with the requirements MGL, c. 30, s. 39K, which is hereby incorporated and made a part of this Agreement.
- 25.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- 25.3 Payment shall be contingent upon the Contractor submitting any and all required certified payroll reports to the Owner.
- 25.4 Payments shall be made in accordance with Supplemental General Condition Article 15.

26. Indemnification

The Contractor hereby indemnifies and shall at all times save and hold harmless the City of Gardner, and its officers, attorneys, employees, and agents, from and against any and all claims (including workers' compensation and wage claims), demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation, of or by anyone that in any way is caused by, arises out of, or is occasioned by the performance, activities, operations, conducts, negligence, or omissions of the Contractor, or any of its subcontractors, or the agents or employees of either, regardless of whether or not they are caused in part by a party indemnified hereunder.

27. Substantial Completion, Final Completion, Acceptance and Final Payment

- 27.1 Substantial completion shall be that point at which the work has been completed to the extent that the Owner may occupy and make use of the project for which it was intended.

Upon receipt of written notice from the Contractor that the work is substantially complete, the Engineer will promptly make an inspection to determine whether the work is acceptable under the terms of the Contract and whether same is substantially complete. The Engineer will issue a dated certificate which states that the work is substantially complete and accepted under the terms and conditions of the Contract, and a punch list of

all items to be completed or corrected. The entire balance due the Contractor, less two percent (2%) retainage plus a retention based on the Engineer's estimate of the fair value of the punch list items, and cost of completing or correcting such items, and the estimated value of claims made relating to the project, shall be due and payable.

The general guarantee period for the work substantially complete shall begin on the date certified by the Engineer.

- 27.2 Final completion shall be that point at which all work on the project has been completed, all defective work has been corrected, and clean-up of the site and any debris has been accomplished. Unless a certificate of substantial completion has issued, the general guarantee period shall begin upon certification by the Engineer of final completion. The entire balance due the Contractor, less the estimated value of claims made relating to the project to the extent allowed by law, shall be due and payable within 35 days of the Contractor's written acceptance of the final estimate as required by MGL c. 30, s. 39G.
- 27.3 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability by the Contractor. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligations under this Contract, the performance and payment bonds, or any express or implied warranties.

28. Insurance

The Contractor shall not commence work under this Contract until it has obtained and submitted proof to the Owner of all the insurance required under this paragraph and such insurance has been approved by the Owner. The form of proof shall be a Certificate furnished to the Owner no later than the time at which the Contractor executes the Contract.

(a) Workmen's Compensation Insurance:

The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable federal, state or local law, for all of its employees and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees as required by law.

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

The Contractor shall procure and shall maintain during the contract term, occurrence basis Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of \$1,000,000.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

The Contractor shall either (1) require each of its Subcontractors to procure and to maintain, during its subcontract term, occurrence basis Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance in the amount of \$1,000,000, or (2) insure the activities of such subcontractors, in addition to its policy specified in subparagraph (b) hereof.

(d) Builder's Risk Insurance (Fire and Extended Coverage):

Until the project is completed and accepted by the Owner, the Contractor shall maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interests may appear.

(e) Proof of Insurance:

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled or reduced, except after thirty (30) days written notice has been received by the Owner."

(f) Additional Insured and Certificate Holder

The Contractor shall have the "City of Gardner" named as an additional insured for this project on the policy, which shall be evidenced by the Certificate

submitted to the Owner. The Certificate holder shall read exactly as follows: "Director of Purchasing and Civil Enforcement, 95 Pleasant Street, Room 217, Gardner, MA 01440."

29. Contract Security, Performance and Payment Bonds

- 29.1 The Contractor shall furnish to the Owner, at the time of its execution of the Contract, a Performance Bond in an amount at least equal to one hundred percent (100 %) of the total contract price as security for the faithful performance of this Contract. Such bonds shall be in a form, and with a surety company approved by the Owner and authorized to do business in the Commonwealth of Massachusetts.
- 29.2 The Contractor shall furnish to the Owner, at the time of its execution of the Contract, a Payment Bond in an amount not less than one hundred percent (100 %) of the total contract price, as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. Such bond

shall be in a form, and with a surety company approved by the Owner and authorized to do business in the Commonwealth of Massachusetts.

- 29.3 It is expressly understood and agreed that all sums retained or that may be retained by the City under any of the provisions of this Contract are solely for the benefit of the City and that the security required by MGL Ch. 149, sec. 29, as amended, is furnished exclusively by the bond accompanying the Contract.
- 29.4 Performance Bonds must remain in effect for at least TWO YEARS after final completion and acceptance of the project.
- 29.5 Failure to meet the bond requirements of this section shall be cause to terminate the Contract.

30. Assignments

The Contractor shall not assign or subcontract the whole or any part of this Contract or any moneys due or to become due hereunder without the prior written consent of the Owner. If the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that the right of any assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work required by this Contract.

31. Engineer's Authority

The Engineer will give all orders and directions contemplated under this Contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. If any dispute arises between the parties hereto relative to said Contract and/or specifications, the determination of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work related to said dispute. The Engineer does not have authority to bind the Owner to spend money in excess of the Contract Price, to suspend, terminate or stop the work.

The Engineer will decide the meaning and intent of any portion of the specifications and of any plans or drawings.

32. Use of Premises, Removal of Debris, Sanitary Conditions

The Contractor, at its own expense, shall: (1) take every precaution against injuries or damage to property; (2) store its apparatus, materials, supplies and equipment in such orderly fashion at the site as to not unduly interfere with the progress of its work or the work of other contractors; (3) place upon the work or any part thereof only such loads as are consistent with the

safety of that portion of the work; (4) clean up frequently all refuse, rubbish, scrap materials and debris caused by its operations; (5) before final payment, remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of any nature resulting from its operations, and to put the site in neat, orderly condition; (6) effect all cutting, fitting or patching of its work required for conformance with the specifications and, except with consent of the Engineer, not cut or otherwise alter the work of any other contractor; and (7) maintain in a neat, sanitary condition such toilet accommodations for the use of its employees as may be necessary to comply with the State and local Boards of Health, or other bodies having jurisdiction over same.

33. Notice and Service Thereof

Any notice to either party from the other relating to this Agreement shall be in writing and posted, by certified mail, return receipt requested, to the party at the address noted below:

City

Contractor

Jennifer Dymek, Director
 Department of Purchasing and Civil Enforcement
 95 Pleasant Street, Room 217
 Gardner, MA 01440

34. Subcontract

The Contractor shall insert in any and all subcontracts the Prevailing Wage Labor Standards Provisions contained herein.

35. Interest of Member of or Delegate to Congress

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

36. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly

interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

37. Suspension of Work

If the Owner is prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work shall be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing. If the reason for said delay was not beyond the control of the Contractor, the Contractor shall have no right to damages, as set forth herein, or to an extension of time. Notwithstanding any provision to the contrary, the requirements of MGL c. 30, sec. 39O are hereby incorporated and made a part of this Agreement.

38. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to ensure proper accounting for all project funds. These records shall be made available for audit purposes to the Owner or any authorized representative, and shall be retained for seven years after final audit.

39. Age Discrimination Act of 1975 (for contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal financial assistance. The Contractor shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), prohibiting age discrimination in employment.

40. Non-Discrimination

The City of Gardner is an Equal Opportunity Employer. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all contracts for work to be performed in accordance with this Contract, and shall require all of

its subcontractors to incorporate such requirements in all subcontracts for program work. The City may cancel, terminate or suspend the Contract in whole or in part for any violation of this paragraph.

In the event of noncompliance by the Contractor with the nondiscrimination clauses of this Agreement or with any such rules, regulations, or orders of the Secretary of Labor, the Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contract or federally assisted construction contract procedures authorized in Executive Order 11246, or by rules, regulations, or orders of the Secretary of Labor, as otherwise provided by law.

41. Non Federal Labor-Standards Provisions

The following Massachusetts Labor-Standards Provisions, including the provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws. The inclusion of such provisions shall not be construed to relieve the Contractor or any Subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract.

42. Schedule of Salaries and Wages

The Contractor shall be responsible for complying with minimum wage rates and health and welfare fund contributions applicable to this Contract as determined by the Commonwealth of Massachusetts, Department of Labor and Workforce Development, Division of Occupational Safety, under the provisions of Massachusetts General Laws, Chapter 149, Sections 26 - 27D.

When both are applicable, the greater of Federal or State prevailing wages, which are attached in the Supplemental General Conditions, and incorporated herein by reference, shall be paid under this contract and reported by the submission of certified weekly payrolls to the Owner. The Contractor is responsible for compliance of this paragraph by its subcontractors.

43. Labor Provisions

43.1 In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by the Contractor and Subcontractors, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are veterans as defined in clause forty-third of MGL c. 4, s. 7 and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accord with MGL c. 149, s. 26.

- 43.2 The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates of wages determined by the Commissioner of Labor and Industry.
- 43.3 In accordance with MGL c. 149, s 34A, the Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M. G. L. c. 152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the term of the contract. Sufficient proof of compliance with this section must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion of G. L. c. 149, s. 34A which provides that whoever violates any of its provisions shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political subdivision thereof for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.
- 43.4 The Contractor shall pay to any reserve police officer employed by it the prevailing rate of wage paid to regular police officers, as required by MGL c. 149, s. 34B.

44. Environmental Requirements

The Contractor shall comply, where applicable, with: federal Executive Order 11988, Floodplain Management, May 24, 1977 (42 CFR 26951 et. seq.) particularly section 2 (a); the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.), as amended, particularly section 307 (c) and (d) (16 U.S.C. 1456 (c) and (d)); the Safe Water Drinking Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349), as amended; the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section 7 (16 U.S.C. 1536; the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7 (b) and (c) (16 U.S.C. 1278 (b) and (c)); the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, particularly section 176 (c) and (d) (42 U.S.C. 7506 (c) and (d)); HUD Environmental Criteria and Standards (44 CFR 40860-40866, July 12, 1979); "The American Standard Specification for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped," Number A-117.4-R 1971, subject to the exceptions contained in 41 CFR 101-19-604; and any corresponding provisions of State and local laws and regulations. The Contractor shall also comply, where applicable, with the National Environmental Policy Act of 1969, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Flood Disaster Protection Act of 1973, National Flood Insurance Act of 1968, and Protection of Wetlands Laws.

45. "Right To Know" Law

As per requirements established by the United States Department of Labor Occupational Safety and Health Administration and in compliance with MGL c. 111F, Right to Know Law, it

is required that all Material Safety Data Sheets accompany each initial product shipment where applicable, as well as a copy sent to the Grants Administrator, which will be forwarded to the Right-To-Know Coordinator for the City of Gardner.

46. Historic Preservation

The Contractor shall, in the performance of environmental assessments under the National Policy Act, and the Massachusetts Environmental Policy Act, comply with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), federal Executive Order 11593, and the Preservation of Archaeological and Historic Data Act of 1966 (17 U.S. C. 469 a-1 et seq.), by (a) consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity, and (b) complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

47. Compliance with Air and Water Acts (for contracts exceeding \$100,000)

By executing this Agreement, the Contractor hereby certifies and represents the following:

- A. No facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Compliance with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. Prompt notice shall be given to the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. The criteria and requirements in paragraphs A through D of this section shall be included in every nonexempt subcontract, and the Contractor shall take such actions as the Government may direct as a means of enforcing such provisions.

48. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD-Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with

the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations.

The Owner will be responsible for the inspections and certification required under Section 35.14(f) thereof, and requirements of M.G.L. Ch.111, Sec. 190-191, and the regulations for Lead Poisoning.

49. Interest of Contractor and Employees

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed. Further, the Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.

50. Statement of Management, CPA Statement (for contracts in excess of \$100,000)

For contracts in excess of \$100,000 the Contractor shall file a statement with the Owner assuring that its system of auditing controls ensures management accountability and protection of assets as required by MGL c. 30, sec. 39R(c).

For such contracts, the Contractor shall file with a Owner a signed statement from a Certified Public Accountant that said CPA has examined the Statement of Management and opines whether the representations of management are consistent with its system of controls and its financial statements as set forth in MGL c. 30, sec. 39R(c).

51. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

52. Availability of Funds

The payments provided under this Agreement are subject to the continued availability of funds.

53. Confidentiality

The Contractor shall protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, and further shall comply with MGL c. 66, sec. 10, regarding access to public records.

54. **MGL Chapter 30, Section 39P**

The requirements of Massachusetts General Law, Chapter 30, Section 39P are hereby incorporated and made a part of this Agreement.

55. **Compliance with Chapter 370 Acts of 1963**

The contractor shall furnish all notices and shall do all work and be responsible for all requirements of Chapter 370 of the Acts of 1963, entitled "An Act Requiring a Contractor Making An Excavation In A Public Way to Give Notice Thereof to Public Utility Companies."

56. **Foreign Corporations**

Contractors and subcontractors incorporated outside of Massachusetts shall comply with MGL c. 30, sec. 39L and other applicable laws.

57. **Construction**

This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

58. **Flood Disaster Protection**

The owner of land subject to acquisition or improvement under this contract, and its successors or assigns, are hereby obligated to obtain and maintain, during ownership of the land which is the subject of this contract, such flood insurance as is required with respect to financial assistance for acquisition or construction purposed under section 102 (a) of the Flood Disaster Protection Act of 1973.

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SUPPLEMENTAL GENERAL CONDITIONS

1. Scope of Work

The Scope of Work for the Project shall include, but not be limited to, any and all work described in the Contract Documents including the Invitation to Bid, Information for Bidders, printed form of Contract, General Conditions, Supplemental General Conditions, Special Conditions, Specifications, Plans and Drawings, together with any attachments or appendices, for the Leachate System Improvement Project.

2. Notice To Proceed & Pre-Construction Conference

A written Notice to Proceed shall be issued to the Contractor after receipt by the Owner of the following: (1) proof of required insurance, (2) verification that EEO poster has been posted in a conspicuous place at the job site, (3) posting of EEO Coordinator and state prevailing wage rates in a conspicuous place at the job site, (4) Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, and (5) Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. No work shall be performed by the Contractor prior to receipt of the Notice to Proceed.

Prior to the start of construction, the Contractor, all subcontractors, the Engineer, and the Owner shall attend a pre-construction conference. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the Contractor, in detail, of the obligations imposed on it and its subcontractors by the Executive Orders concerning Equal Employment Opportunity and state labor standards requirements.

The Owner shall inform the Contractor of the date, time, and place of the pre-construction conference.

3. Schedule of Work

At the Pre-Construction Conference, the Contractor shall submit to the Owner and Engineer three copies of a bar chart with the schedule and sequence in which the construction work shall be prosecuted. No work shall commence until the Owner has approved, in writing, of the schedule and sequence of operations.

The Contractor shall be responsible for keeping public ways open and in a passable condition at all times, and for maintaining access at all times to all abutting properties.

4. Environmental Protection

The Contractor shall adhere to all federal, state and local regulations, including any orders of conditions which may be attached hereto. Additionally, the Contractor shall conform to the following:

A. Plant and Pest Control

Where applicable, all soil moving equipment that has operated in, or will operate in, regulated areas shall be subject to plant quarantine regulations. In general, these regulations require the thorough cleaning of soil from equipment before such equipment is moved from regulated areas to uninfested areas.

Complete information may be obtained from the Massachusetts Dept. of Agriculture, Plant Pest Control Division, 100 Cambridge St., Boston, MA (Tele: 617-727-3031); and for information concerning the interstate movement of soil moving equipment: U.S. Dept. of Agriculture, Plant Pest Control Division, 424 Trapelo Rd., Waltham, MA.

Premises must be certified as free from vermin by a licensed extermination professional prior to issuance of the demolition permit.

B. Prevention of Water Pollution

The Contractor shall take such precautions as may be necessary to avoid contaminating water in adjacent water courses, or water storage areas, whether natural or man-made. All earth work, movement of equipment, water control of excavations or foundation areas, and other operations likely to increase silting, shall be conducted so as to avoid pollution of such water courses or water storage areas.

The Contractor shall construct silt retention filters in any such area, which filters shall be removed upon completion of the work. Water used during performance of the Contract which has become contaminated with oil, bitumen, harmful or objectionable chemicals, sewage or other pollutants shall be discharged so as to avoid affecting nearby water.

Under no circumstances shall the Contractor discharge pollutants directly into any water course or water storage area. When water from adjacent natural water sources is used in the Contract work, intake methods shall be such as to avoid contaminating the source of supply.

C. Air Pollution and Dust Control

The Contractor shall conduct its operations in accordance with federal, state and local regulations governing air pollution.

The Contractor is hereby placed on notice that blowing dust from unstabilized earth areas of the work shall be considered a nuisance under its control. Contractor shall, by spraying with water or other approved means, dampen the soil to hold down the dust. During working hours and before leaving the Project site for the evening, weekends, or other extended period, the Contractor shall assess the moisture content of the soil and dampen same to the extent necessary to hold down the dust. While work is suspended, Contractor shall, if directed by the Engineer, return to the site to maintain dust control.

5. Cooperation of Contractor

The Contractor's attention is directed to the fact that other contractors under separate contracts may be entering upon the work site for the construction of other proposed amenities. The Contractor shall complete its work in cooperation with other contractors so as to cause the least interference with same, and shall have no claim for any delay which may be due to, or result from, said work of these contractors.

6. Record Drawings – As-Builts

The Contractor shall cooperate with the Engineer and shall prepare and maintain a set of drawings on which shall be recorded accurately, as the work progresses, the actual "as built" locations and dimensions of his work, indicating thereon all variations from the Contract Drawings. Prior to final acceptance of the work, all "as built" data shall be transferred to a complete set of reproducible record drawings in ink. This work shall be performed by the Contractor's Registered Land Surveyor with the cooperation of the Contractor as required. After review and approval by the Engineer of the record drawings shall be completed and delivered to the Owner.

7. Photographs

The Contractor shall be required to furnish five (5) views of before, during, and after photographs of the site conditions. The Contractor is encouraged to submit "during" photographs, with negatives that shall become the property of the City, along with each pay requisition to facilitate approvals.

8. Utilities

The Contractor shall obtain and shall pay for all licenses and permits that are required by the City or any other agencies that may be involved. The Contractor shall comply with all codes, regulations, and standards of the City.

"DIG SAFE", the City, and all private companies or agencies whose utilities are in the construction, shall be notified by the Contractor at least 72 hours prior to the start of any excavation. The Contractor shall be required to cooperate with the utility companies involved in order to assure completion of all work with the least amount of delay.

9. Provisions for Traffic/Police Details

The Contractor shall not obstruct or close any portion of a street without obtaining the necessary permits from the proper municipal authorities. If any street or private way shall be rendered unsafe by the Contractor operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Owner.

Streets, roads, private ways, and walks shall be maintained passable by the Contractor at his expense. The Contractor shall assume full responsibility for the adequacy and safety of provisions made. He shall conduct his construction operations such that interference with the flow of traffic will be held to a minimum.

The Contractor shall cooperate in every possible way with the municipal authorities to maintain a flow of traffic through the site. The Contractor shall notify the Fire Department, Police Department, School Bus Company, and the Highway Department when any street is to be closed regardless of the length of time or time of day. The Contractor shall also be responsible for the arrangement of police details as required by the City. The Contractor will be compensated for payment of police detail costs, including applicable administrative fees in accordance with terms in the measurement and payment section of these specifications.

All detours shall be signed and lighted as directed by the Engineer.

10. Abandonment of Project

If the Contractor abandons the work, or any portion of the work, or sublets without prior written consent by the Owner, or assigns any claim thereunder other than as herein required, or if at any time the Owner shall certify in writing that the rate of progress is inadequate, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the contractor has violated any of the provisions of this Contract, then the Owner, in its sole discretion may notify the contractor by written order, with a copy mailed to the Surety, to discontinue all work, or any part thereof. Thereupon the contractor shall discontinue such work or such part thereof as the Owner may designate. The Owner may complete the work, or such part thereof, and charge the entire expense of so completing to the Contractor. The Owner may take possession of any facilities, equipment, materials, temporary works, machinery, implements, and tools of every description as may be found at the location of said work. The Owner reserves the right at all times to demand the Contractor's Surety to complete the work in accordance with the performance bond.

Any costs under this article shall be deducted and paid by the Owner out of any funds then due, or to become due, the Contractor under this Agreement. In such accounting the Owner shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or insuring its proper completion but all sums actually paid thereof shall be charged to the contractor.

If the expenses so charged are less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and if such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

11. Contractor to Pay All Labor, Etc.

The Contractor shall pay for all labor performed or furnished, and for all material and equipment used or employed, for the performance of this Contract. The Contractor shall

furnish the Owner, upon request, with evidence satisfactory to the Owner that all persons who have performed work or furnished supplies, materials and/or equipment under this Contract, and all other claims for damage of any kind caused by or arising from the construction of said work have been fully paid or satisfactorily secured. If satisfactory evidence is not furnished, the Owner may retain appropriate amounts from any amount due the Contractor sufficient to cover any such unpaid claims.

12. Laws and Regulations

The Contractor shall keep itself fully informed of all municipal, state and federal laws and regulations which may affect those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work hereunder. Should any discrepancy or inconsistency be discovered in the Contract Documents in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Owner in writing. Contractor shall at all times observe and comply with, and shall cause all its agents and employees to comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its employees or its agents.

13. Provisions Required by Law Deemed Inserted

Any provision of law or clause required by law to be inserted in this Agreement shall be deemed to be inserted herein.

14. Payment Procedures, Retainage

The Contractor shall submit a monthly written request for payment to the Engineer which estimates the total amount of work complete and materials delivered through the date of such estimate. The Engineer shall review such request and make any adjustments to the estimated amounts therein as deemed appropriate for approval of and payment by the Owner within thirty-five (35) days from such approval.

The Owner shall retain five percent (5%) of such approved payment as partial security for the fulfillment of the Contract by the Contractor. In addition to the five percent (5%) retainage, additional amounts to cover any specific claims against the Contractor which have been identified may be withheld. The Owner reserves the right to verify that such payments are first applied to the payment of labor performed or employed, and materials supplied under the Contract. The requirements of MGL c. 30, §§ 39G and 39K are incorporated herein by reference.

Issuance of final payment and release of all retained funds shall be made in accordance with General Conditions Article 27.

15. Payment to Subcontractors

The Contractor shall comply with the following statutory provisions pursuant to MGL Chapter 149, Sections 44A to L, as applicable. For contracts awarded under MGL Chapter 30, Section 39M, subparagraphs (a) through (h) shall apply.

- A. Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- B. Not later than the sixty-fifth (65th) day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- C. Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.
- D. If, within seventy (70) days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth (70th) day after the subcontractor has substantially completed the subcontract work. Within ten (10) days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the

general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

- E. Within fifteen (15) days after receipt of the demand by the awarding authority, but in no event prior to the seventieth (70th) day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceeding barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.
- F. The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of the subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by the decree of a court of competent jurisdiction.
- G. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.
- H. The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such

direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

- I. If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (d), (f), (g), and (h). MGL Ch. 30, sec. 39F.

16. Termination

Force Majeure. Neither party shall be liable to the other or deemed to be in breach under the Contract for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Performance Dates. It is agreed, however, that since the performance dates of the Contract are important, continued failure to perform for periods aggregating sixty (60) days or more, even for causes beyond the control of the contractor, shall be deemed to render performance impossible and the City shall thereafter have the right to terminate the Contract in accordance with the provisions of the above.

Delay or Hindrance. The contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the contractor, an extension of time shall be the contractor's sole remedy.

Incomplete Performance. In the event of termination, the Contractor shall deliver to the Owner all finished work and documentation, complete and incomplete. The contractor shall be entitled to receive payment for any work performed and accepted under the Contract which was completed prior to the date of termination. In the event of termination the Contractor shall have no right to payment for lost profits or other consequential damages.

Termination for Convenience. Notwithstanding any other provision of the Contract, the City reserves the right at any time in its absolute discretion to suspend or terminate the Contract in

whole or in part for its convenience upon written notice of the contractor. If any portion of the Contract so suspended is not recommenced by written notice of the City within the time period specified in the written notice of suspension, the suspended portion of the Contract shall thereupon be deemed terminated as to that portion for the convenience of the City in accordance with this provision. The City shall incur no liability by reason of such termination for convenience, except for the obligation to pay for work performed and accepted and for reimbursable expenses accrued through the date of termination less any offset or claim of the Owner. Such obligation shall not exceed the available appropriation. The contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, or consequential damages.

Inadequate Funds. In the event that all or a portion of the project is postponed or terminated due to inadequate state or local funds, the provisions set forth in the above paragraph (Termination for Convenience) shall apply.

Termination Cause. If, after the notice of termination cause, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of the City.

Any termination or suspension of the Agreement shall not impair the City's right to recover damages occasioned by the fault of the contractor. Any suspension shall not limit the right of the City to terminate this Agreement.



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS
Prevailing Wage Rates**

MAURA HEALY
Governor
KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: CITY OF GARDNER **City/Town:** GARDNER
Contract Number: 2026-018
Description of Work: Leachate System Improvement Project
Job Location: 774 West Street Gardner

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$0.00	\$76.69
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$0.00	\$78.30
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$0.00	\$76.76
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$0.00	\$78.37
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$0.00	\$76.88
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$0.00	\$78.49
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	6/1/2025	\$43.80	\$14.50	\$4.30	\$6.75	\$0.00	\$69.35
HEAT & FROST INSULATORS LOCAL 6	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)							
ASPHALT RAKER	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

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

ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

BARCO-TYPE JUMPING TAMPER LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS - ZONE 2	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
LABORERS - ZONE 2	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	8/1/2025	\$65.81	\$11.49	\$15.57	\$7.33	\$0.00	\$100.20
BRICKLAYERS LOCAL 3	2/1/2026	\$67.16	\$11.49	\$15.57	\$7.33	\$0.00	\$101.55
BRICKLAYERS LOCAL 3 (LOWELL)	8/1/2026	\$69.36	\$11.49	\$15.57	\$7.33	\$0.00	\$103.75
	2/1/2027	\$70.76	\$11.49	\$15.57	\$7.33	\$0.00	\$105.15

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.91	\$11.49	\$15.57	\$7.33	\$0.00	\$67.30
2	60.00	\$39.49	\$11.49	\$15.57	\$7.33	\$0.00	\$73.88
3	70.00	\$46.07	\$11.49	\$15.57	\$7.33	\$0.00	\$80.46
4	80.00	\$52.65	\$11.49	\$15.57	\$7.33	\$0.00	\$87.04
5	90.00	\$59.23	\$11.49	\$15.57	\$7.33	\$0.00	\$93.62

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.58	\$11.49	\$15.57	\$7.33	\$0.00	\$67.97
2	60.00	\$40.30	\$11.49	\$15.57	\$7.33	\$0.00	\$74.69
3	70.00	\$47.01	\$11.49	\$15.57	\$7.33	\$0.00	\$81.40
4	80.00	\$53.73	\$11.49	\$15.57	\$7.33	\$0.00	\$88.12
5	90.00	\$60.44	\$11.49	\$15.57	\$7.33	\$0.00	\$94.83

BULLDOZER/GRADER/SCRAPER	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN LABORERS	6/1/2025	\$48.85	\$9.90	\$9.25	\$9.80	\$0.00	\$77.80
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$50.35	\$9.90	\$9.25	\$9.80	\$0.00	\$79.30
	6/1/2026	\$51.90	\$9.90	\$9.25	\$9.80	\$0.00	\$80.85
	12/1/2026	\$53.40	\$9.90	\$9.25	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER LABORERS	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15
	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN LABORERS	6/1/2025	\$48.03	\$9.90	\$9.25	\$9.80	\$0.00	\$76.98
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$49.53	\$9.90	\$9.25	\$9.80	\$0.00	\$78.48
	6/1/2026	\$51.08	\$9.90	\$9.25	\$9.80	\$0.00	\$80.03
	12/1/2026	\$52.58	\$9.90	\$9.25	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS - ZONE 2	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	3/1/2025	\$49.62	\$9.83	\$11.47	\$8.50	\$0.00	\$79.42
CARPENTERS	9/1/2025	\$50.87	\$9.83	\$11.47	\$8.50	\$0.00	\$80.67
CARPENTERS -ZONE 2 (Eastern Massachusetts)	3/1/2026	\$52.12	\$9.83	\$11.47	\$8.50	\$0.00	\$81.92
	9/1/2026	\$53.37	\$9.83	\$11.47	\$8.50	\$0.00	\$83.17
	3/1/2027	\$54.62	\$9.83	\$11.47	\$8.50	\$0.00	\$84.42

Apprentice: CARPENTER							
Effective Date: 3/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.33	\$9.83	\$0.00	\$1.73	\$0.00	\$33.89
2	45.00	\$22.33	\$9.83	\$0.00	\$1.73	\$0.00	\$33.89
3	55.00	\$27.29	\$9.83	\$0.00	\$3.40	\$0.00	\$40.52
4	55.00	\$27.29	\$9.83	\$0.00	\$3.40	\$0.00	\$40.52
5	70.00	\$34.73	\$9.83	\$11.41	\$5.10	\$0.00	\$61.07
6	70.00	\$34.73	\$9.83	\$11.41	\$5.10	\$0.00	\$61.07
7	80.00	\$39.70	\$9.83	\$11.44	\$6.80	\$0.00	\$67.77
8	80.00	\$39.70	\$9.83	\$11.44	\$6.80	\$0.00	\$67.77

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CARPENTER							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.89	\$9.83	\$0.00	\$1.73	\$0.00	\$34.45
2	45.00	\$22.89	\$9.83	\$0.00	\$1.73	\$0.00	\$34.45
3	55.00	\$27.98	\$9.83	\$0.00	\$3.40	\$0.00	\$41.21
4	55.00	\$27.98	\$9.83	\$0.00	\$3.40	\$0.00	\$41.21
5	70.00	\$35.61	\$9.83	\$11.41	\$5.10	\$0.00	\$61.95
6	70.00	\$35.61	\$9.83	\$11.41	\$5.10	\$0.00	\$61.95
7	80.00	\$40.70	\$9.83	\$11.44	\$6.80	\$0.00	\$68.77
8	80.00	\$40.70	\$9.83	\$11.44	\$6.80	\$0.00	\$68.77
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CARPENTER WOOD FRAME	10/1/2024	\$26.65	\$7.02	\$3.80	\$1.00	\$0.00	\$38.47
CARPENTERS	10/1/2025	\$27.75	\$7.02	\$3.80	\$1.00	\$0.00	\$39.57
CARPENTERS-ZONE 3 (Wood Frame)	10/1/2026	\$28.85	\$7.02	\$3.80	\$1.00	\$0.00	\$40.67
All Aspects of New Wood Frame Work							

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$15.99	\$7.02	\$0.00	\$0.00	\$0.00	\$23.01
2	60.00	\$15.99	\$7.02	\$0.00	\$0.00	\$0.00	\$23.01
3	65.00	\$17.32	\$7.02	\$0.00	\$1.00	\$0.00	\$25.34
4	70.00	\$18.66	\$7.02	\$0.00	\$1.00	\$0.00	\$26.68
5	75.00	\$19.99	\$7.02	\$3.80	\$1.00	\$0.00	\$31.81
6	80.00	\$21.32	\$7.02	\$3.80	\$1.00	\$0.00	\$33.14
7	85.00	\$22.65	\$7.02	\$3.80	\$1.00	\$0.00	\$34.47
8	90.00	\$23.99	\$7.02	\$3.80	\$1.00	\$0.00	\$35.81

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
2	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
3	65.00	\$18.04	\$7.02	\$0.00	\$1.00	\$0.00	\$26.06
4	70.00	\$19.43	\$7.02	\$0.00	\$1.00	\$0.00	\$27.45
5	75.00	\$20.81	\$7.02	\$3.80	\$1.00	\$0.00	\$32.63
6	80.00	\$22.20	\$7.02	\$3.80	\$1.00	\$0.00	\$34.02
7	85.00	\$23.59	\$7.02	\$3.80	\$1.00	\$0.00	\$35.41
8	90.00	\$24.98	\$7.02	\$3.80	\$1.00	\$0.00	\$36.80

CEMENT MASONRY/PLASTERING	7/1/2024	\$49.19	\$13.35	\$16.43	\$7.78	\$1.80	\$88.55
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BRICKLAYERS LOCAL 3							
BRICKLAYERS LOCAL 3 (LOWELL)							

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.60	\$13.35	\$16.43	\$0.00	\$0.00	\$54.38
2	60.00	\$29.51	\$13.35	\$16.43	\$2.78	\$1.80	\$63.87
3	65.00	\$31.97	\$13.35	\$16.43	\$3.78	\$1.80	\$67.33
4	70.00	\$34.43	\$13.35	\$16.43	\$4.78	\$1.80	\$70.79
5	75.00	\$36.89	\$13.35	\$16.43	\$5.78	\$1.80	\$74.25
6	80.00	\$39.35	\$13.35	\$16.43	\$6.78	\$1.80	\$77.71
7	90.00	\$44.27	\$13.35	\$16.43	\$7.78	\$1.80	\$83.63

CHAIN SAW OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2025	\$59.51	\$15.55	\$13.25	\$3.25	\$0.00	\$91.56
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$60.98	\$15.55	\$13.25	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$62.31	\$15.55	\$13.25	\$3.25	\$0.00	\$94.36
	12/1/2026	\$63.79	\$15.55	\$13.25	\$3.25	\$0.00	\$95.84

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: DELEADER (BRIDGE)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: DELEADER (BRIDGE)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30
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DEMO: ADZEMAN LABORERS	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
LABORERS - ZONE 2	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
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DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55
LABORERS - ZONE 2	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05
	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
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DEMO: BURNERS LABORERS	6/2/2025	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30
LABORERS - ZONE 2	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80
	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
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DEMO: CONCRETE CUTTER/SAWYER LABORERS	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55
LABORERS - ZONE 2	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05
	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR LABORERS	6/2/2025	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30
LABORERS - ZONE 2	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80
	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER LABORERS	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
LABORERS - ZONE 2	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER PILE DRIVER LOCAL 56	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56 (ZONE 2)	as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate						
DIVER TENDER PILE DRIVER LOCAL 56	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56 (ZONE 2)	as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56 (ZONE 2)	For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56 (ZONE 2)	For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN ELECTRICIANS LOCAL 96	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
ELECTRICIANS LOCAL 96	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34

Apprentice: ELECTRICIAN							
Effective Date: 9/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$18.82	\$13.99	\$0.56	\$0.00	\$0.00	\$33.37
2	45.00	\$21.17	\$13.99	\$0.64	\$0.00	\$0.00	\$35.80
3	48.00	\$22.58	\$13.99	\$13.31	\$2.48	\$0.00	\$52.36
4	55.00	\$25.88	\$13.99	\$13.41	\$2.85	\$0.00	\$56.13
5	65.00	\$30.58	\$13.99	\$13.55	\$3.36	\$0.00	\$61.48
6	80.00	\$37.64	\$13.99	\$13.76	\$4.14	\$0.00	\$69.53

Apprentice: ELECTRICIAN							
Effective Date: 9/7/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$19.26	\$14.98	\$0.58	\$0.00	\$0.00	\$34.82
2	45.00	\$21.67	\$14.98	\$0.65	\$0.00	\$0.00	\$37.30
3	48.00	\$23.12	\$14.98	\$13.55	\$2.54	\$0.00	\$54.19
4	55.00	\$26.49	\$14.98	\$13.65	\$2.92	\$0.00	\$58.04
5	65.00	\$31.30	\$14.98	\$13.80	\$3.45	\$0.00	\$63.53
6	80.00	\$38.53	\$14.98	\$14.02	\$4.24	\$0.00	\$71.77

ELEVATOR CONSTRUCTOR	1/1/2025	\$62.83	\$16.28	\$10.96	\$10.40	\$0.00	\$100.47
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$63.68	\$16.38	\$11.06	\$10.70	\$0.00	\$101.82
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$64.53	\$16.48	\$11.16	\$11.00	\$0.00	\$103.17

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.42	\$16.28	\$0.00	\$0.00	\$0.00	\$47.70
2	55.00	\$34.56	\$16.28	\$10.96	\$10.40	\$0.00	\$72.20
3	65.00	\$40.84	\$16.28	\$10.96	\$10.40	\$0.00	\$78.48
4	70.00	\$43.98	\$16.28	\$10.96	\$10.40	\$0.00	\$81.62
5	80.00	\$50.26	\$16.28	\$10.96	\$10.40	\$0.00	\$87.90

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.84	\$16.38	\$0.00	\$0.00	\$0.00	\$48.22
2	55.00	\$35.02	\$16.38	\$11.06	\$10.70	\$0.00	\$73.16

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
	Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment Total Rate
	3	65.00	\$41.39	\$16.38	\$11.06	\$10.70	\$0.00 \$79.53
	4	70.00	\$44.58	\$16.38	\$11.06	\$10.70	\$0.00 \$82.72
	5	80.00	\$50.94	\$16.38	\$11.06	\$10.70	\$0.00 \$89.08
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ELEVATOR CONSTRUCTOR HELPER	1/1/2025	\$43.98	\$16.28	\$10.96	\$10.40	\$0.00	\$81.62
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$44.58	\$16.38	\$11.06	\$10.70	\$0.00	\$82.72
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$45.17	\$16.48	\$11.16	\$11.00	\$0.00	\$83.81
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
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FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2025	\$53.22	\$15.30	\$13.15	\$3.25	\$0.00	\$84.92
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$54.51	\$15.30	\$13.15	\$3.25	\$0.00	\$86.21
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$55.95	\$15.30	\$13.15	\$3.25	\$0.00	\$87.65
	11/1/2026	\$57.24	\$15.30	\$13.15	\$3.25	\$0.00	\$88.94
	5/1/2027	\$58.67	\$15.30	\$13.15	\$3.25	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2025	\$54.82	\$15.30	\$13.15	\$3.25	\$0.00	\$86.52
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$56.12	\$15.30	\$13.15	\$3.25	\$0.00	\$87.82
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$57.57	\$15.30	\$13.15	\$3.25	\$0.00	\$89.27
	11/1/2026	\$58.87	\$15.30	\$13.15	\$3.25	\$0.00	\$90.57
	5/1/2027	\$60.32	\$15.30	\$13.15	\$3.25	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2025	\$26.22	\$15.30	\$13.15	\$3.25	\$0.00	\$57.92
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$26.98	\$15.30	\$13.15	\$3.25	\$0.00	\$58.68
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$27.83	\$15.30	\$13.15	\$3.25	\$0.00	\$59.53
	11/1/2026	\$28.59	\$15.30	\$13.15	\$3.25	\$0.00	\$60.29
	5/1/2027	\$29.44	\$15.30	\$13.15	\$3.25	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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FIRE ALARM INSTALLER	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
ELECTRICIANS LOCAL 96	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							
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FIRE ALARM REPAIR / MAINT/COMMISSIONING	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
ELECTRICIANS LOCAL 96	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER)	6/1/2025	\$47.02	\$15.55	\$13.25	\$3.25	\$0.00	\$79.07
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$48.19	\$15.55	\$13.25	\$3.25	\$0.00	\$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$49.25	\$15.55	\$13.25	\$3.25	\$0.00	\$81.30
	12/1/2026	\$50.43	\$15.55	\$13.25	\$3.25	\$0.00	\$82.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2025	\$28.09	\$9.90	\$9.25	\$9.21	\$0.00	\$56.45
LABORERS	12/1/2025	\$28.09	\$9.90	\$9.25	\$9.21	\$0.00	\$56.45
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$9.90	\$9.25	\$9.21	\$0.00	\$57.57
	12/1/2026	\$29.21	\$9.90	\$9.25	\$9.21	\$0.00	\$57.57

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

FLOORCOVERER	3/1/2024	\$49.47	\$8.83	\$11.47	\$8.80	\$0.00	\$78.57
FLOORCOVERERS LOCAL 2168							
FLOORCOVERERS LOCAL 2168 ZONE II							

Apprentice: FLOORCOVERER							
Effective Date: 3/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.74	\$8.83	\$0.00	\$1.76	\$0.00	\$35.33
2	55.00	\$27.21	\$8.83	\$0.00	\$1.76	\$0.00	\$37.80
3	60.00	\$29.68	\$8.83	\$0.00	\$3.52	\$0.00	\$42.03
4	65.00	\$32.16	\$8.83	\$0.00	\$3.52	\$0.00	\$44.51
5	70.00	\$34.63	\$8.83	\$11.47	\$5.28	\$0.00	\$60.21
6	75.00	\$37.10	\$8.83	\$11.47	\$5.28	\$0.00	\$62.68
7	80.00	\$39.58	\$8.83	\$11.47	\$7.04	\$0.00	\$66.92
8	85.00	\$42.05	\$8.83	\$11.47	\$7.04	\$0.00	\$69.39

FORK LIFT/CHERRY PICKER	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2025	\$47.96	\$9.95	\$11.85	\$12.10	\$0.00	\$81.86
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 2)							

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.98	\$9.95	\$0.00	\$0.00	\$0.00	\$33.93
2	55.00	\$26.38	\$9.95	\$0.00	\$6.66	\$0.00	\$42.99
3	60.00	\$28.78	\$9.95	\$0.00	\$7.26	\$0.00	\$45.99
4	65.00	\$31.17	\$9.95	\$0.00	\$7.87	\$0.00	\$48.99
5	70.00	\$33.57	\$9.95	\$11.85	\$8.47	\$0.00	\$63.84
6	75.00	\$35.97	\$9.95	\$11.85	\$9.08	\$0.00	\$66.85
7	80.00	\$38.37	\$9.95	\$11.85	\$9.68	\$0.00	\$69.85
8	90.00	\$43.16	\$9.95	\$11.85	\$10.89	\$0.00	\$75.85
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HOISTING ENGINEER/CRANES/GRADALLS	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.08	\$0.00	\$0.00	\$0.00	\$0.00	\$32.08
2	60.00	\$35.00	\$15.55	\$13.25	\$3.25	\$0.00	\$67.05
3	65.00	\$37.91	\$15.55	\$13.25	\$3.25	\$0.00	\$69.96
4	70.00	\$40.83	\$15.55	\$13.25	\$3.25	\$0.00	\$72.88
5	75.00	\$43.75	\$15.55	\$13.25	\$3.25	\$0.00	\$75.80
6	80.00	\$46.66	\$15.55	\$13.25	\$3.25	\$0.00	\$78.71
7	85.00	\$49.58	\$15.55	\$13.25	\$3.25	\$0.00	\$81.63
8	90.00	\$52.50	\$15.55	\$13.25	\$3.25	\$0.00	\$84.55

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$15.55	\$13.25	\$3.25	\$0.00	\$67.92
3	65.00	\$38.86	\$15.55	\$13.25	\$3.25	\$0.00	\$70.91
4	70.00	\$41.85	\$15.55	\$13.25	\$3.25	\$0.00	\$73.90
5	75.00	\$44.84	\$15.55	\$13.25	\$3.25	\$0.00	\$76.89
6	80.00	\$47.82	\$15.55	\$13.25	\$3.25	\$0.00	\$79.87
7	85.00	\$50.81	\$15.55	\$13.25	\$3.25	\$0.00	\$82.86
8	90.00	\$53.80	\$15.55	\$13.25	\$3.25	\$0.00	\$85.85

HVAC (DUCTWORK)	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
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HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 96 ELECTRICIANS LOCAL 96	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							
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HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
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HVAC (TESTING AND BALANCING -WATER) PLUMBERS LOCAL 4 PLUMBERS LOCAL 4	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
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HVAC MECHANIC PLUMBERS LOCAL 4 PLUMBERS LOCAL 4	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
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HYDRAULIC DRILLS LABORERS LABORERS - ZONE 2	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
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HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)	9/1/2024	\$51.23	\$14.75	\$9.52	\$10.09	\$0.00	\$85.59
	9/1/2025	\$54.31	\$14.75	\$9.52	\$10.09	\$0.00	\$88.67
	9/1/2026	\$57.38	\$14.75	\$9.52	\$10.09	\$0.00	\$91.74

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.62	\$14.75	\$9.27	\$5.05	\$0.00	\$54.69
2	60.00	\$30.74	\$14.75	\$9.32	\$6.05	\$0.00	\$60.86
3	70.00	\$35.86	\$14.75	\$9.37	\$7.06	\$0.00	\$67.04
4	80.00	\$40.98	\$14.75	\$9.42	\$8.07	\$0.00	\$73.22
Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.16	\$14.75	\$9.27	\$5.05	\$0.00	\$56.23
2	60.00	\$32.59	\$14.75	\$9.32	\$6.05	\$0.00	\$62.71
3	70.00	\$38.02	\$14.75	\$9.37	\$7.06	\$0.00	\$69.20
4	80.00	\$43.45	\$14.75	\$9.42	\$8.07	\$0.00	\$75.69
IRONWORKER/WELDER	3/16/2025	\$56.49	\$9.00	\$12.70	\$14.45	\$0.00	\$92.64
IRONWORKERS LOCAL 7	9/16/2025	\$57.57	\$9.05	\$12.75	\$14.50	\$0.00	\$93.87
IRONWORKERS LOCAL 7 (WORCESTER AREA)							
Apprentice: IRONWORKER/WELDER							
Effective Date: 3/16/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$33.89	\$9.00	\$12.70	\$4.25	\$0.00	\$59.84
2	75.00	\$42.37	\$9.00	\$12.70	\$4.25	\$0.00	\$68.32
3	85.00	\$48.02	\$9.00	\$12.70	\$4.25	\$0.00	\$73.97
Apprentice: IRONWORKER/WELDER							
Effective Date: 9/16/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$34.54	\$9.05	\$12.75	\$4.50	\$0.00	\$60.84
2	75.00	\$43.18	\$9.05	\$12.75	\$4.50	\$0.00	\$69.48
3	85.00	\$48.93	\$9.05	\$12.75	\$4.50	\$0.00	\$75.23
JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

Apprentice: LABORER							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.20	\$9.90	\$9.25	\$9.11	\$0.00	\$52.46
2	70.00	\$28.24	\$9.90	\$9.25	\$9.11	\$0.00	\$56.50
3	80.00	\$32.27	\$9.90	\$9.25	\$9.11	\$0.00	\$60.53
4	90.00	\$36.31	\$9.90	\$9.25	\$9.11	\$0.00	\$64.57

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$9.90	\$9.25	\$9.11	\$0.00	\$53.29
2	70.00	\$29.20	\$9.90	\$9.25	\$9.11	\$0.00	\$57.46
3	80.00	\$33.38	\$9.90	\$9.25	\$9.11	\$0.00	\$61.64
4	90.00	\$37.55	\$9.90	\$9.25	\$9.11	\$0.00	\$65.81

LABORER (HEAVY & HIGHWAY)	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.21	\$0.00	\$68.70
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.21	\$0.00	\$70.08
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.21	\$0.00	\$71.52
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.21	\$0.00	\$72.96

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.20	\$9.90	\$9.25	\$9.21	\$0.00	\$52.56
2	70.00	\$28.24	\$9.90	\$9.25	\$9.21	\$0.00	\$56.60
3	80.00	\$32.27	\$9.90	\$9.25	\$9.21	\$0.00	\$60.63
4	90.00	\$36.31	\$9.90	\$9.25	\$9.21	\$0.00	\$64.67

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$9.90	\$9.25	\$9.21	\$0.00	\$53.39
2	70.00	\$29.20	\$9.90	\$9.25	\$9.21	\$0.00	\$57.56
3	80.00	\$33.38	\$9.90	\$9.25	\$9.21	\$0.00	\$61.74
4	90.00	\$37.55	\$9.90	\$9.25	\$9.21	\$0.00	\$65.91
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LABORER: CARPENTER TENDER LABORERS	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS - ZONE 2	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
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LABORER: CEMENT FINISHER TENDER LABORERS	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS - ZONE 2	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
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LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	6/2/2025	\$40.43	\$9.90	\$9.25	\$9.17	\$0.00	\$68.75
LABORERS - ZONE 2	12/1/2025	\$41.81	\$9.90	\$9.25	\$9.17	\$0.00	\$70.13
	6/1/2026	\$43.25	\$9.90	\$9.25	\$9.17	\$0.00	\$71.57
	12/7/2026	\$44.69	\$9.90	\$9.25	\$9.17	\$0.00	\$73.01
	6/7/2027	\$46.14	\$9.90	\$9.25	\$9.17	\$0.00	\$74.46
	12/6/2027	\$47.59	\$9.90	\$9.25	\$9.17	\$0.00	\$75.91
	6/5/2028	\$49.09	\$9.90	\$9.25	\$9.17	\$0.00	\$77.41
	12/4/2028	\$50.59	\$9.90	\$9.25	\$9.17	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"							
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LABORER: MASON TENDER LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS - ZONE 2	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

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

LABORER: MULTI-TRADE TENDER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

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

LASER BEAM OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

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

MARBLE & TILE FINISHERS	8/1/2025	\$52.08	\$11.49	\$15.57	\$6.05	\$0.00	\$85.19
BRICKLAYERS LOCAL 3	2/1/2026	\$53.16	\$11.49	\$15.57	\$6.05	\$0.00	\$86.27
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	\$54.92	\$11.49	\$15.57	\$6.05	\$0.00	\$88.03
	2/1/2027	\$56.04	\$11.49	\$15.57	\$6.05	\$0.00	\$89.15

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE MASONS, TILELAYERS & TERRAZZO MECH Effective Date: 2/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	90.00	\$62.39	\$11.49	\$15.57	\$7.99	\$0.00	\$97.44
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MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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MECHANICS MAINTENANCE	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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MILLWRIGHT (Zone 3)	1/6/2025	\$43.48	\$10.08	\$11.47	\$9.75	\$0.00	\$74.78
MILLWRIGHTS LOCAL 1121	1/5/2026	\$45.76	\$10.08	\$11.47	\$9.75	\$0.00	\$77.06
MILLWRIGHTS LOCAL 1121 - Zone 3							
Apprentice: MILLWRIGHT (Zone 3) Effective Date: 1/6/2025							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$23.91	\$10.08	\$0.00	\$5.36	\$0.00	\$39.35
2	65.00	\$28.26	\$10.08	\$0.00	\$6.34	\$0.00	\$44.68
3	75.00	\$32.61	\$10.08	\$11.47	\$7.31	\$0.00	\$61.47
4	85.00	\$36.96	\$10.08	\$11.47	\$8.29	\$0.00	\$66.80
Apprentice: MILLWRIGHT (Zone 3) Effective Date: 1/5/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.17	\$10.08	\$0.00	\$5.36	\$0.00	\$40.61
2	65.00	\$29.74	\$10.08	\$0.00	\$6.34	\$0.00	\$46.16
3	75.00	\$34.32	\$10.08	\$11.47	\$7.31	\$0.00	\$63.18
4	85.00	\$38.90	\$10.08	\$11.47	\$8.29	\$0.00	\$68.74
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MORTAR MIXER	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2025	\$25.97	\$15.30	\$13.15	\$3.25	\$0.00	\$57.67
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$26.63	\$15.30	\$13.15	\$3.25	\$0.00	\$58.33
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$27.22	\$15.30	\$13.15	\$3.25	\$0.00	\$58.92
	12/1/2026	\$27.89	\$15.30	\$13.15	\$3.25	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	6/1/2025	\$31.80	\$15.30	\$13.15	\$3.25	\$0.00	\$63.50
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$32.60	\$15.30	\$13.15	\$3.25	\$0.00	\$64.30
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$33.32	\$15.30	\$13.15	\$3.25	\$0.00	\$65.02
	12/1/2026	\$34.12	\$15.30	\$13.15	\$3.25	\$0.00	\$65.82

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (BRIDGES/TANKS)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2025	\$49.36	\$9.95	\$11.85	\$12.10	\$0.00	\$83.26
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	90.00	\$43.16	\$9.95	\$11.85	\$10.89	\$0.00	\$75.85

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2025	\$46.02	\$9.95	\$11.85	\$12.10	\$0.00	\$79.92
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.01	\$9.95	\$0.00	\$0.00	\$0.00	\$32.96
2	55.00	\$25.31	\$9.95	\$0.00	\$6.66	\$0.00	\$41.92
3	60.00	\$27.61	\$9.95	\$0.00	\$7.26	\$0.00	\$44.82
4	65.00	\$29.91	\$9.95	\$0.00	\$7.87	\$0.00	\$47.73
5	70.00	\$32.21	\$9.95	\$11.85	\$8.47	\$0.00	\$62.48
6	75.00	\$34.52	\$9.95	\$11.85	\$9.08	\$0.00	\$65.40
7	80.00	\$36.82	\$9.95	\$11.85	\$9.68	\$0.00	\$68.30
8	90.00	\$41.42	\$9.95	\$11.85	\$10.89	\$0.00	\$74.11

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.21	\$0.00	\$68.70
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.21	\$0.00	\$70.08
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.21	\$0.00	\$71.52
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.21	\$0.00	\$72.96

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

PANEL & PICKUP TRUCKS DRIVER	6/1/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$0.00	\$76.52
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$0.00	\$78.13
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 9/1/2025							
	Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment Total Rate
	3	60.00	\$33.84	\$11.30	\$0.00	\$0.00	\$45.14
	4	70.00	\$39.48	\$11.30	\$0.00	\$8.06	\$58.84
	5	80.00	\$45.12	\$11.30	\$0.00	\$8.06	\$64.48
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PNEUMATIC CONTROLS (TEMP.)	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
PLUMBERS LOCAL 4	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
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PNEUMATIC DRILL/TOOL OPERATOR LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$8.29	\$0.00	\$68.53
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$8.29	\$0.00	\$69.91
LABORERS - ZONE 2	6/1/2026	\$43.91	\$9.90	\$9.25	\$8.29	\$0.00	\$71.35
	12/1/2026	\$45.35	\$9.90	\$9.25	\$8.29	\$0.00	\$72.79
	6/1/2027	\$46.80	\$9.90	\$9.25	\$8.29	\$0.00	\$74.24
	12/1/2027	\$48.25	\$9.90	\$9.25	\$8.29	\$0.00	\$75.69
	6/1/2028	\$49.75	\$9.90	\$9.25	\$8.29	\$0.00	\$77.19
	12/1/2028	\$51.25	\$9.90	\$9.25	\$8.29	\$0.00	\$78.69
For apprentice rates see "Apprentice- LABORER"							
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PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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POWDERMAN & BLASTER LABORERS	6/1/2025	\$41.34	\$9.90	\$9.25	\$9.11	\$0.00	\$69.60
LABORERS	12/1/2025	\$42.72	\$9.90	\$9.25	\$9.11	\$0.00	\$70.98
LABORERS - ZONE 2	6/1/2026	\$44.16	\$9.90	\$9.25	\$9.11	\$0.00	\$72.42
	12/1/2026	\$45.60	\$9.90	\$9.25	\$9.11	\$0.00	\$73.86
	6/1/2027	\$47.05	\$9.90	\$9.25	\$9.11	\$0.00	\$75.31
	12/1/2027	\$48.50	\$9.90	\$9.25	\$9.11	\$0.00	\$76.76
	6/1/2028	\$50.00	\$9.90	\$9.25	\$9.11	\$0.00	\$78.26
	12/1/2028	\$51.50	\$9.90	\$9.25	\$9.11	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"							
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POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$41.34	\$9.65	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$42.72	\$9.65	\$9.25	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$44.16	\$9.65	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.60	\$9.65	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	2/2/2025	\$29.50	\$11.57	\$8.00	\$0.00	\$0.00	\$49.07
TEAMSTERS 170	2/2/2026	\$29.50	\$12.37	\$8.00	\$0.00	\$0.00	\$49.87
TEAMSTERS 170 -J.G.MacLellan (Lunenburg)	1/1/2027	\$30.00	\$12.37	\$8.00	\$0.00	\$0.00	\$50.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RECLAIMERS	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)	8/1/2025	\$53.53	\$13.28	\$12.67	\$9.03	\$0.00	\$88.51
ROOFERS LOCAL 33	2/1/2026	\$54.78	\$13.28	\$12.67	\$9.03	\$0.00	\$89.76
ROOFERS LOCAL 33							

Apprentice: ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$13.28	\$6.52	\$9.03	\$0.00	\$55.60

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TERRAZZO FINISHERS	8/1/2025	\$66.89	\$11.49	\$15.57	\$8.02	\$0.00	\$101.97
BRICKLAYERS LOCAL 3	2/1/2026	\$68.24	\$11.49	\$15.57	\$8.02	\$0.00	\$103.32
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	\$70.44	\$11.49	\$15.57	\$8.02	\$0.00	\$105.52
	2/1/2027	\$71.84	\$11.49	\$15.57	\$8.02	\$0.00	\$106.92

Apprentice: TERRAZZO FINISHERS							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$11.49	\$15.57	\$8.02	\$0.00	\$68.53
2	60.00	\$40.13	\$11.49	\$15.57	\$8.02	\$0.00	\$75.21
3	70.00	\$46.82	\$11.49	\$15.57	\$8.02	\$0.00	\$81.90
4	80.00	\$53.51	\$11.49	\$15.57	\$8.02	\$0.00	\$88.59
5	90.00	\$60.20	\$11.49	\$15.57	\$8.02	\$0.00	\$95.28

Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.12	\$11.49	\$15.57	\$8.02	\$0.00	\$69.20
2	60.00	\$40.94	\$11.49	\$15.57	\$8.02	\$0.00	\$76.02
3	70.00	\$47.77	\$11.49	\$15.57	\$8.02	\$0.00	\$82.85
4	80.00	\$54.59	\$11.49	\$15.57	\$8.02	\$0.00	\$89.67
5	90.00	\$61.42	\$11.49	\$15.57	\$8.02	\$0.00	\$96.50

TEST BORING DRILLER	6/1/2025	\$51.70	\$9.90	\$9.25	\$9.80	\$0.00	\$80.65
LABORERS	12/1/2025	\$53.20	\$9.90	\$9.25	\$9.80	\$0.00	\$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$54.75	\$9.90	\$9.25	\$9.80	\$0.00	\$83.70
	12/1/2026	\$56.25	\$9.90	\$9.25	\$9.80	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	6/1/2025	\$47.82	\$9.90	\$9.25	\$9.80	\$0.00	\$76.77
LABORERS	12/1/2025	\$49.32	\$9.90	\$9.25	\$9.80	\$0.00	\$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.87	\$9.90	\$9.25	\$9.80	\$0.00	\$79.82
	12/1/2026	\$52.37	\$9.90	\$9.25	\$9.80	\$0.00	\$81.32

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65
LABORERS	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$0.00	\$77.56
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$0.00	\$79.17
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR	6/1/2025	\$59.93	\$9.90	\$9.25	\$10.25	\$0.00	\$89.33
LABORERS	12/1/2025	\$61.43	\$9.90	\$9.25	\$10.25	\$0.00	\$90.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$62.98	\$9.90	\$9.25	\$10.25	\$0.00	\$92.38
	12/1/2026	\$64.48	\$9.90	\$9.25	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	6/1/2025	\$61.93	\$9.90	\$9.25	\$10.25	\$0.00	\$91.33
LABORERS	12/1/2025	\$63.43	\$9.90	\$9.25	\$10.25	\$0.00	\$92.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$64.98	\$9.90	\$9.25	\$10.25	\$0.00	\$94.38
	12/1/2026	\$66.48	\$9.90	\$9.25	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	6/1/2025	\$52.00	\$9.90	\$9.25	\$10.25	\$0.00	\$81.40
LABORERS	12/1/2025	\$53.50	\$9.90	\$9.25	\$10.25	\$0.00	\$82.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$55.05	\$9.90	\$9.25	\$10.25	\$0.00	\$84.45
	12/1/2026	\$56.55	\$9.90	\$9.25	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	6/1/2025	\$54.00	\$9.90	\$9.25	\$10.25	\$0.00	\$83.40
LABORERS	12/1/2025	\$55.50	\$9.90	\$9.25	\$10.25	\$0.00	\$84.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$57.05	\$9.90	\$9.25	\$10.25	\$0.00	\$86.45
	12/1/2026	\$58.55	\$9.90	\$9.25	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
VOICE-DATA-VIDEO TECHNICIAN	9/1/2024	\$35.29	\$13.99	\$13.69	\$3.88	\$0.00	\$66.85
ELECTRICIANS LOCAL 96	9/7/2025	\$36.12	\$14.98	\$13.94	\$3.97	\$0.00	\$69.01
ELECTRICIANS LOCAL 96	9/6/2026	\$37.04	\$15.96	\$14.20	\$4.07	\$0.00	\$71.27

Apprentice: VOICE-DATA-VIDEO TECHNICIAN							
Effective Date: 9/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$17.65	\$13.99	\$0.53	\$3.88	\$0.00	\$36.05
2	55.00	\$19.41	\$13.99	\$0.58	\$3.88	\$0.00	\$37.86
3	60.00	\$21.17	\$13.99	\$13.27	\$3.88	\$0.00	\$52.31
4	65.00	\$22.94	\$13.99	\$13.32	\$3.88	\$0.00	\$54.13
5	70.00	\$24.70	\$13.99	\$13.37	\$3.88	\$0.00	\$55.94
6	75.00	\$26.47	\$13.99	\$13.42	\$3.88	\$0.00	\$57.76
7	80.00	\$28.23	\$13.99	\$13.48	\$3.88	\$0.00	\$59.58
8	85.00	\$30.00	\$13.99	\$13.53	\$3.88	\$0.00	\$61.40

Apprentice: VOICE-DATA-VIDEO TECHNICIAN							
Effective Date: 9/7/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.06	\$14.98	\$0.54	\$3.97	\$0.00	\$37.55
2	55.00	\$19.87	\$14.98	\$0.60	\$3.97	\$0.00	\$39.42
3	60.00	\$21.67	\$14.98	\$13.51	\$3.97	\$0.00	\$54.13
4	65.00	\$23.48	\$14.98	\$13.56	\$3.97	\$0.00	\$55.99
5	70.00	\$25.28	\$14.98	\$13.62	\$3.97	\$0.00	\$57.85
6	75.00	\$27.09	\$14.98	\$13.67	\$3.97	\$0.00	\$59.71
7	80.00	\$28.90	\$14.98	\$13.73	\$3.97	\$0.00	\$61.58
8	85.00	\$30.70	\$14.98	\$13.78	\$3.97	\$0.00	\$63.43

WAGON DRILL OPERATOR	6/1/2025	\$42.00	\$9.65	\$9.00	\$8.70	\$0.00	\$69.35
LABORERS	12/1/2025	\$43.38	\$9.65	\$9.00	\$8.70	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$44.82	\$9.65	\$9.00	\$8.70	\$0.00	\$72.17
	12/1/2026	\$46.26	\$9.65	\$9.00	\$8.70	\$0.00	\$73.61
	6/1/2027	\$47.71	\$9.65	\$9.00	\$8.70	\$0.00	\$75.06
	12/1/2027	\$49.16	\$9.65	\$9.00	\$8.70	\$0.00	\$76.51
	6/1/2028	\$50.66	\$9.65	\$9.00	\$8.70	\$0.00	\$78.01
	12/1/2028	\$52.16	\$9.65	\$9.00	\$8.70	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

WATER METER INSTALLER	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
PLUMBERS LOCAL 4	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87

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

Outside Electrical

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$29.67	\$9.25	\$0.89	\$1.00	\$0.00	\$40.81
CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$42.03	\$9.25	\$1.26	\$9.01	\$0.00	\$61.55
DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$34.62	\$9.25	\$1.04	\$9.03	\$0.00	\$53.94
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$27.20	\$9.25	\$0.82	\$1.00	\$0.00	\$38.27
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$42.03	\$9.25	\$1.26	\$13.09	\$0.00	\$65.63
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$37.09	\$9.25	\$1.11	\$9.76	\$0.00	\$57.21
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$27.20	\$9.25	\$0.82	\$1.00	\$0.00	\$38.27
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$22.25	\$9.25	\$0.82	\$1.00	\$0.00	\$33.32
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2020	\$49.45	\$9.25	\$1.48	\$16.00	\$0.00	\$76.18

Apprentice: JOURNEYMAN LINEMAN							
Effective Date: 8/30/2020							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.67	\$9.25	\$0.89	\$2.50	\$0.00	\$42.31
2	65.00	\$32.14	\$9.25	\$0.96	\$2.50	\$0.00	\$44.85
3	70.00	\$34.62	\$9.25	\$1.04	\$2.50	\$0.00	\$47.41
4	75.00	\$37.09	\$9.25	\$1.11	\$4.00	\$0.00	\$51.45

Outside Electrical

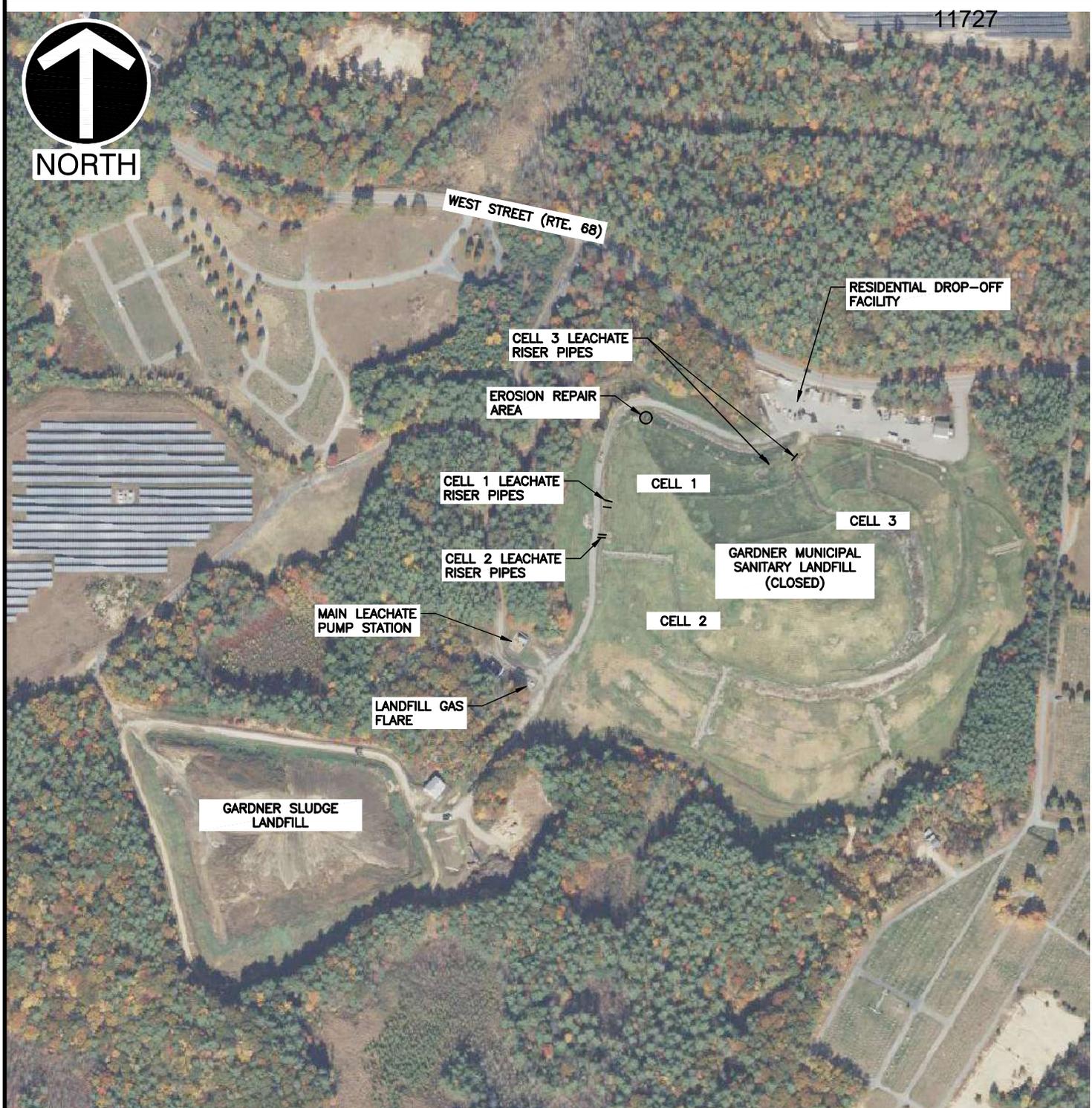
Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: JOURNEYMAN LINEMAN							
Effective Date: 8/30/2020							
	Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment Total Rate
	5	80.00	\$39.56	\$9.25	\$1.19	\$4.00	\$0.00 \$54.00
	6	85.00	\$42.03	\$9.25	\$1.26	\$4.00	\$0.00 \$56.54
	7	90.00	\$44.51	\$9.25	\$1.34	\$6.00	\$0.00 \$61.10
<hr/>							
TELEDATA CABLE SPLICER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	2/4/2019	\$30.73	\$4.70	\$0.92	\$2.25	\$0.00	\$38.60
<hr/>							
TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	2/4/2019	\$28.93	\$4.70	\$0.89	\$2.25	\$0.00	\$36.77
<hr/>							
TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	2/4/2019	\$28.93	\$4.70	\$0.89	\$2.25	\$0.00	\$36.77

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

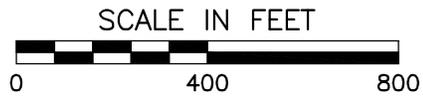
Parties having questions regarding what ratio to use should contact DAS.



P:\330-000\332-068\ -CADD\Dwg\332068-Site Plan.dwg\LAYOUT1} LS:(8/18/2023 - rivers) - LP: 8/18/2023 8:18 AM

REFERENCE

1. AERIAL ORTHOGRAPHIC IMAGERY PROVIDED BY 2023 MICROSOFT CORPORATION, 2023 MAXAR CNES (2023) DISTRIBUTION AIRBUS DS, IMAGERY DATE FALL 2023. ACCESSED: 08/17/2023



Civil & Environmental Consultants, Inc.

31 Bellows Road · Raynham, MA 02767
Ph: 774.501.2176 · 866.312.2024 · Fax: 774.501.2669
www.cecinc.com

CITY OF GARDNER

GARDNER SANITARY LANDFILL
GARDNER, MASSACHUSETTS

SITE PLAN

DRAWN BY:	RHI	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT	FIGURE NO.:	1
DATE:	AUGUST 2023	DWG SCALE:	1" = 400'	PROJECT NO:	332-068		

PUMP STATION ALTERNATIVE
GARDNER SANITARY LANDFILL
GARDNER, MASSACHUSETTS
 PREPARED FOR:
CITY OF GARDNER

DATE: 7/29/99
 SCALE: 1"=40'
 PROJECT NO.: 98104
 FILE NO.: PUMP SITE PLAN
 DESIGNER: D.E.S.
 DRAWN: R.F.T.
 CHECKED: G.T.C.

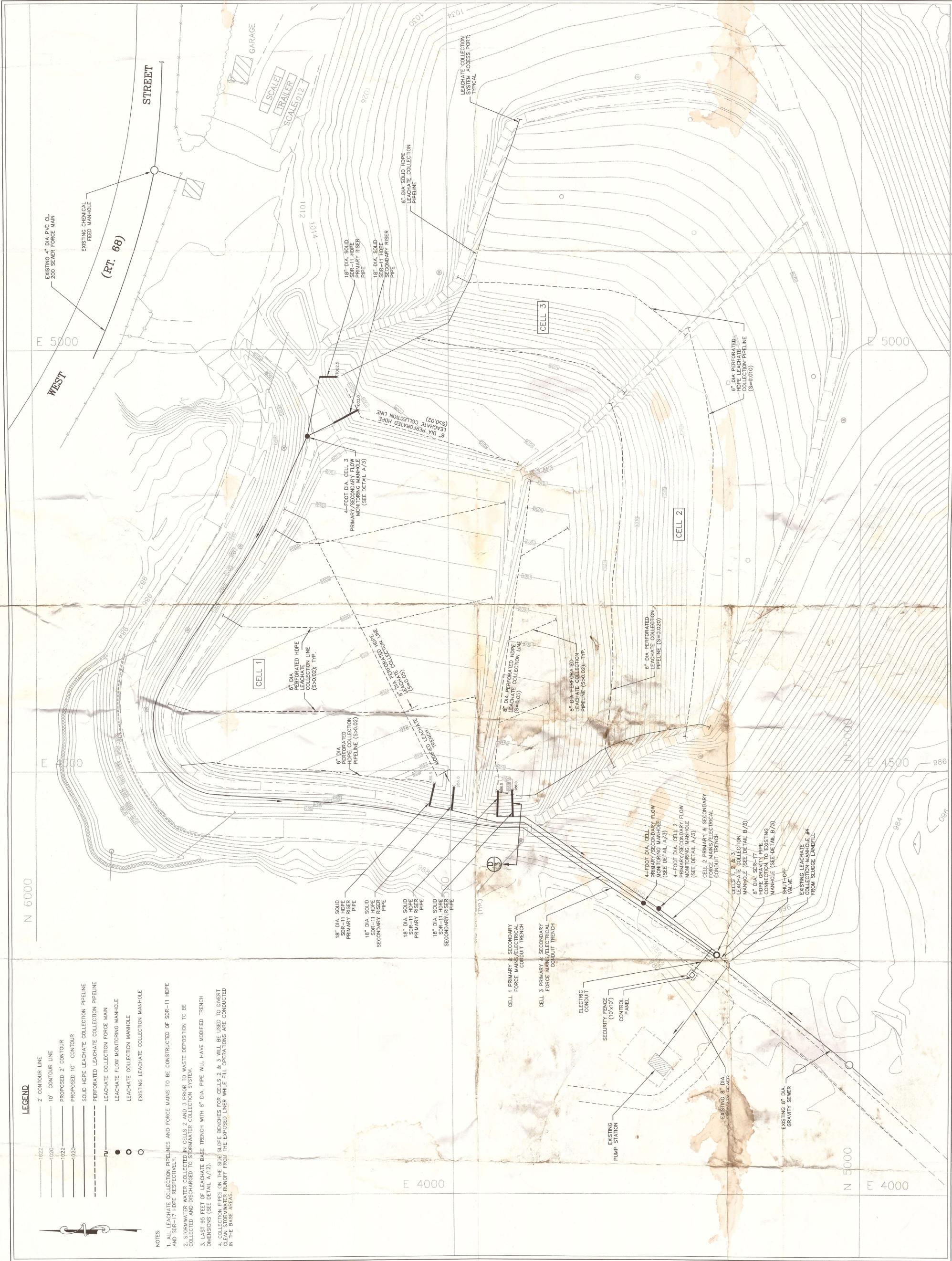


Cushing, Goins & Kirschner, Inc.
 422 West Grove Street
 Middleborough, Massachusetts 02346
 TEL. (508) 923-0879 • FAX (508) 923-0894



NO.	DATE	REVISIONS

DRAWING NUMBER
 SHEET 1 OF 3



- LEGEND**
- 1022 2' CONTOUR LINE
 - 1020 10' CONTOUR LINE
 - 1022 PROPOSED 2' CONTOUR
 - 1020 PROPOSED 10' CONTOUR
 - SOLID HOPE LEACHATE COLLECTION PIPELINE
 - PERFORATED LEACHATE COLLECTION PIPELINE
 - FM LEACHATE COLLECTION FORCE MAIN
 - LEACHATE FLOW MONITORING MANHOLE
 - LEACHATE COLLECTION MANHOLE
 - EXISTING LEACHATE COLLECTION MANHOLE

NOTES

1. ALL LEACHATE COLLECTION PIPELINES AND FORCE MAINS TO BE CONSTRUCTED OF SDR-11 HDPE AND SDR-17 HDPE RESPECTIVELY.
2. STORMWATER WATER COLLECTED IN CELLS 2 AND 3 PRIOR TO WASTE DEPOSITION TO BE COLLECTED AND DISCHARGED TO STORMWATER COLLECTION SYSTEM.
3. LAST 95 FEET OF LEACHATE BASE TRENCH WITH 8" DIA. PIPE WILL HAVE MODIFIED TRENCH DIMENSIONS (SEE DETAIL A/12).
4. COLLECTION LINES ON THE SIDE OF THE BRUSHES FOR CELLS 2 & 3 WILL BE USED TO DIVERT COLLECTION LINES AWAY FROM THE EXPOSED LINER WHILE FILL OPERATIONS ARE CONDUCTED IN THE BASE AREAS.

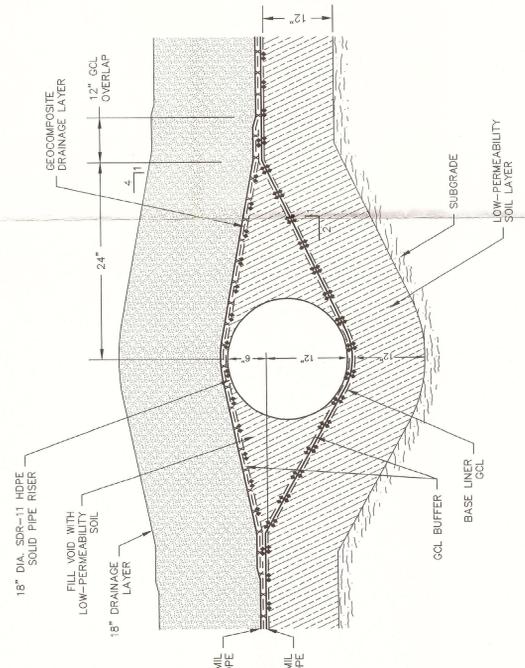


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NO.	DATE	REVISIONS

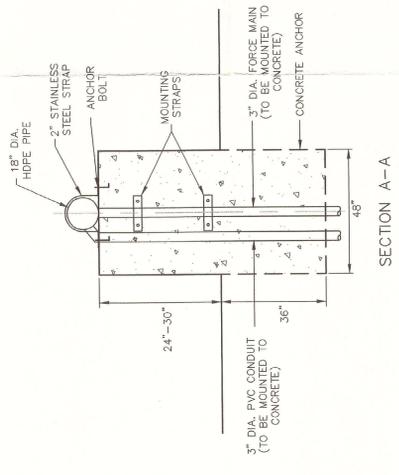
E / **2**



NOTE:
 1. LOW-PERMEABILITY SOIL AROUND PIPE TO BE COMPACTED BY HAND TAMPERING EQUIPMENT.

SECONDARY RISER PIPE CROSS SECTION A-A
 N.T.S.

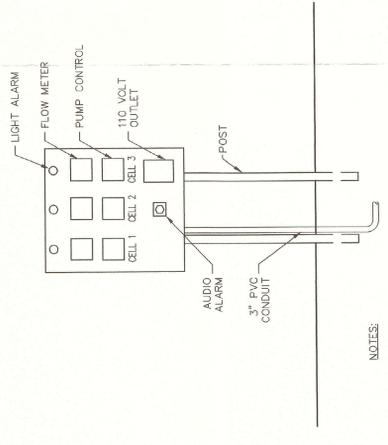
D / **2**



SECTION A-A
 N.T.S.

CONCRETE ANCHOR DETAIL
 N.T.S.

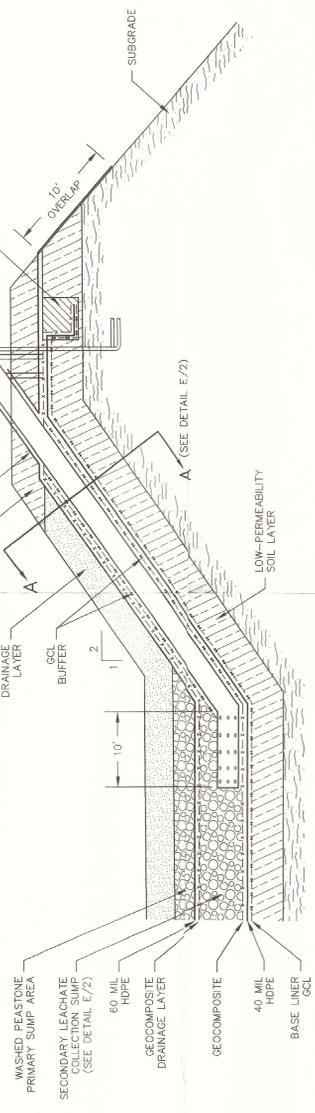
C / **2**



NOTES:
 1. CONTROL PANEL TO BE ENCLOSED WITH A 10'X10' SECURITY FENCE.
 2. FLOW SENSOR LEADS TO BE PLACED IN A 3" DIA. PVC CONDUIT.

CONTROL PANEL DETAIL
 N.T.S.

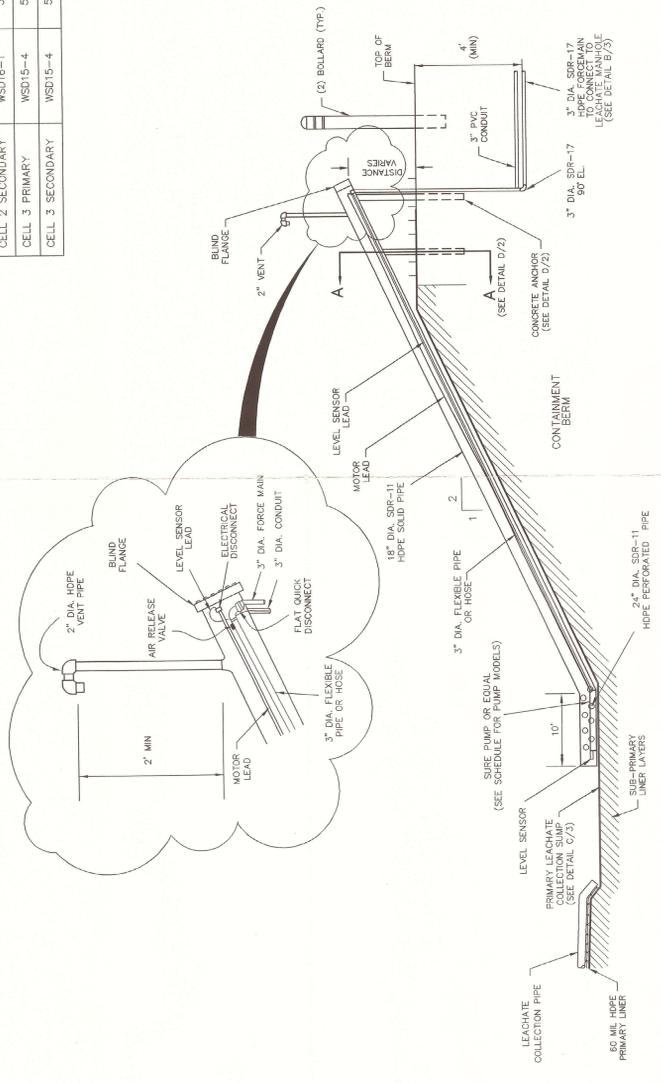
B / **2**



NOTE:
 1. WHEELED PUMP TO BE INSTALLED INSIDE SECONDARY RISER PIPE SIMILAR TO THE PRIMARY PUMP SYSTEM (SEE DETAIL A/2).

SECONDARY RISER DETAIL
 N.T.S.

A / **2**



NOTES:
 1. 3" DIA. FORCE MAIN AND 3" DIA. CONDUIT TO BE INSTALLED IN SAME TRENCH.
 2. HOPE FORCE MAIN SHALL BE HEAT TRACED TO A MINIMUM 3 FEET BELOW FINISHED GRADE.

PRIMARY PUMP DETAIL
 N.T.S.

SURE PUMP® WHEELED SUMP DRAINER SCHEDULE

SUMP DESCRIPTION	PUMP MODEL	TDH (FT)	CAPACITY (GPM)
CELL 1 PRIMARY	WSD15-3	33	90
CELL 1 SECONDARY	WSD15-3	33	90
CELL 2 PRIMARY	WSD16-1	30	90
CELL 2 SECONDARY	WSD16-1	30	90
CELL 3 PRIMARY	WSD15-4	58	90
CELL 3 SECONDARY	WSD15-4	58	90

CITY OF GARDNER
PURCHASING DEPARTMENT
95 Pleasant Street, Room 217
Gardner, MA 01440
978-632-0426

PROCUREMENT # 2026-018

ISSUE DATE: September 11, 2025

CITY OF GARDNER
Joshua Cormier, CPO, MCPPO
Director of Purchasing
jcormier@gardner-ma.gov

ADDENDUM 1

INVITATION FOR BID
(Leachate System Improvement Project)
MGL Chapter 30, 39M

The purpose of this addendum is to notify all interested bidders of the following change(s), deletion(s), addition(s) or clarification(s) to the specifications and all bid documents for the bid listed.

This addendum forms a part of the contract documents and modifies the original bidding documents. **Acknowledge receipt by including the first page of this Addendum within your proposal submission. Failure to acknowledge may result in the rejection of your bid.** This addendum consists of two (2) typed pages.

Changes/Updates

Please note: The "Required Submission Date" is extended to Wednesday, October 1, 2025 at 1 PM.

Questions/Clarifications

1. Is there an additional level sensor that gets placed in the riser pipe or is the scope of working referring to the level sensor that is building into the pump?

No. There is not an additional level sensor in the pipe. The level sensor is built into the EPG side riser pump for this application as indicated in item 1.1 (i.) of the SOW attached.

2. Can the Town specify what flow sensor they would like the contractor to use?

Item 1.2 of the attached SOW indicates that "Existing flowmeters shall also be assessed and replaced in-kind as necessary." The type of flow sensor shall be compatible with the pumping system and control panel integration

3. Is the intent to replace the control panel or just repair the panel?

Item 1.4 of the attached SOW states the intent is to replace all the integral components to restore to original operating conditions and repair the enclosure as described. If bidders feel that a complete replacement of the control panel provides long term value to the City then propose as such.

4. What repairs need to be made to the main power and control panel?

See response above for control panel repairs. Bidders will be required to assess the work required to provide fully functioning electrical components for the pumping system.

Attachments

Scope of Work (Basic Services)

SCOPE OF BASIC SERVICES

Phase 1: Leachate System Improvements

- 1.1 The existing six (6) side riser pumps shall be replaced in kind, which are model EPG SurePump™ Wheeled Sump Drainer. Pump models are as indicated in the referenced design drawing “Detail Sheet I, Leachate Pump Station Design, Gardner Sanitary Landfill”, dated 7/29/1999. Replacement work will also include the attached removable piping, high voltage service switches, and junction boxes. New bolts for the pump access doors should also be installed.
 - i. The level sensors are mounted along the central axis of the EPG Surepumps and are an integral part of the pumps level control. Replacement pumps shall include level sensors as part of the pump, and not as a separate device.
 - ii. The new pumps shall be tested for operation in conjunction with the control panel upgrades, in the presence of the Owner or the Owner’s representative.
 - iii. Installation of pumps, sideriser controls, control panel, flow meters, and all appurtenances shall conform to manufacturer’s recommendations. The hoses for the pumps shall be as recommended and supplied by the manufacturer of the pumps (e.g. Kanaflex hose as supplied by EPG or equivalent), and the hoses shall be of type to resist chemicals typically encountered with landfill leachate. Weight of pump hoses shall not restrict proper installation of pumps into sideriser pipes and allow pumps to be located as required.
- 1.2 Existing flowmeters shall also be assessed and replaced in-kind as necessary.
- 1.3 Concurrently with the removal of the old pumps and prior to installation of the new pumps, the perforated sump portion of the 18-inch riser pipe shall be jetted and cleaned to remove sediment build-up in the pipe and sump area. A vac-truck shall be used to remove necessary landfill liquids (leachate) and sediment/debris removal during the pipe cleaning process.
 - i. The contractor will be allowed to dispose of landfill leachate from the jetting process at the adjacent Gardner sludge landfill, which shall be coordinated with the City a minimum of five business days prior to performing.
- 1.4 The existing control panel shall be updated with new components to restore it to the original operating condition and specifications. New gaskets on the front and rear control panel doors will need replacement to make the doors weather tight. Adjustment to the doors shall be made to confirm that the doors are water-tight. The three interior panel heaters shall also be replaced in-kind.

- i. Following the repair & upgrades of the control panel, it shall be tested and operated in the presence of the Owner or the Owner's representative.
 - ii. All startup and field testing shall be fully documented with certification letters and filled in testing forms by the suppliers and/or contractors.
- 1.5 Replace desiccant capsules installed in-line at the pump station junction box and control panels. Perform maintenance every 4-6 months by replacing capsules.
- 1.6 Any inaccessible wiring will require conductivity testing to determine continuity and integrity of the wiring, for the full length and to confirm that proper operation of the pumps and controls will be successful.
- 1.7 Pressure testing shall be completed of inaccessible piping to verify integrity.
 - i. The pressure testing shall be in the presence of the Owner or Owner's representative.
 - ii. Ends of sections being tested shall be tightly closed by plugs, blind flanges, gates, or otherwise for the duration of the tests. Contractor shall furnish all such material, supplies, apparatus, labor, and equipment as necessary for carrying out the tests, and shall make all necessary arrangements for securing and furnishing any necessary air or water for test purposes. A test report shall be submitted to the Owner following completion.
- 1.8 The drawings and bid scope do not attempt to fully indicate the degree of assembly, subassembly, field conditions, extent of field work, or degree of accuracy required to install the equipment or materials. Bidders will be required to inform themselves of the existing conditions and amount of field work required to complete the scope described and produce a finished installation ready for operation.
- 1.9 Reference design drawings for this bid include 3 sheets titled as follows:
 - i. Pump Station Alternative, Leachate Pump Station Design, Sheet 1 of 3, City of Gardner, by Cushing, Goins & Kirschner, dated 7/29/1999
 - ii. Detail Sheet I, Leachate Pump Station Design, Sheet 2 of 3, City of Gardner, by Cushing, Goins & Kirschner, dated 7/29/1999
 - iii. Detail Sheet II, Leachate Pump Station Design, Sheet 3 of 3, City of Gardner, by Cushing, Goins & Kirschner, dated 7/29/1999

CITY OF GARDNER
PURCHASING DEPARTMENT
95 Pleasant Street, Room 217
Gardner, MA 01440
978-632-0426

PROCUREMENT # 2026-018

ISSUE DATE: September 16, 2025

CITY OF GARDNER
Joshua Cormier, CPO, MCPPO
Director of Purchasing
jcormier@gardner-ma.gov

ADDENDUM 2
INVITATION FOR BID
(Leachate System Improvement Project)
MGL Ch. 30, 39M

The purpose of this addendum is to notify all interested bidders of the following change(s), deletion(s), addition(s) or clarification(s) to the specifications and all bid documents for the bid listed.

This addendum forms a part of the contract documents and modifies the original bidding documents. **Acknowledge receipt by including the first page of the Addendum within your proposal submission. Failure to acknowledge on the Bid Form may result in the rejection of your bid.** This addendum consists of seventeen (17) typed pages.

Changes/Updates

A second Pre-Bid Site Walk will be held, on-site, at 9 AM on Tuesday, September 23, 2025.

Questions/Clarifications

1. Where is the electrical meter located for the control panel and pump system?

The location is unknown at this time.

2. Are there any plans detailing the location/layout of the inaccessible wiring for the pumps and control panel?

See attachment entitled "Landfill Leachate System Electrical Line Location"

3. What are the current pump specifications?

Cell 1 – 2 Sure Pump wheeled sump drainer pumps, Model #WSD15-3

Cell 2 – 2 Sure Pump wheeled sump drainer pumps, Model #WSD16-1

Cell 3 – 2 Sure Pump wheeled sump drainer pumps, Model #WSD15-4

4. Will permit fees be waived?

The permit fees will be waived.

5. Is there a completion date for the project?

The completion date is dependent on the availability of parts as well as weather conditions but the goal is to have the project completed as soon as possible due to the needs that exist at this time.

6. Are there any hand holes for the electrical wiring?

This is unknown at this time.

7. What is the material that was used for the current wiring conduit?

The material used is unknown at this time.

8. At the pre bid meeting it was determined it would be best for the control panel to be replaced. Please confirm the electrical scope as defined below:

- Disconnect and reconnect 6 pumps
- Remove and replace junction box, disconnect switch, and backerboard stand for 6 pumps
- Test continuity of the wires for the 6 pump and flow meters
- Disconnect and reconnect flow meters
- Remove and replace control panel for the 6 pumps
- Install new gasket on both sides of the enclosure

The scope of work is accurate.

9. Please provide any information on the flow meter, the manhole was not open during the pre bid meeting. Some of the existing pumps are currently off, how often do those need to be pumped out?

There is no additional information available for the flow meters. To date, the Health Department has had the leachate pumped one time from Cell #2 on 8/29 with a volume of 6,000 gallons.

Attachments

- Landfill Leachate System Electrical Line Location
- Landfill Pump Station Alarm List
- Leachate Pumps Control Panel As-Buit Sheet 1 of 11
- Leachate Pumps Control Panel As-Buit Sheet 2 of 11
- Leachate Pumps Control Panel As-Buit Sheet 3 of 11
- Leachate Pumps Control Panel As-Buit Sheet 4 of 11
- Leachate Pumps Control Panel As-Buit Sheet 5 of 11
- Leachate Pumps Control Panel As-Buit Sheet 6 of 11

- Leachate Pumps Control Panel As-Built Sheet 7 of 11
- Leachate Pumps Control Panel As-Built Sheet 8 of 11
- Leachate Pumps Control Panel As-Built Sheet 9 of 11
- Leachate Pumps Control Panel As-Built Sheet 10 of 11
- Leachate Pumps Control Panel As-Built Sheet 11 of 11
- PreBid Site Walk Sign In Sheet



SUE GARDNER SEWER PUMP STATIONS ALARM LIST

COLEMAN STREET PUMP STATION (978) 632-1629	
ZONE 1	TEMPERATURE
ZONE 2	HIGH WET WELL

DYER STREET PUMP STATION (978) 632-9215	
ZONE 1	TEMPERATURE
ZONE 2	HIGH WET WELL

LANDFILL PUMP STATION & CHEM BLDG (978) 632-3459	
ZONE 1	TEMPERATURE
ZONE 2	CHEM BLDG- METHANE ALARM
ZONE 3	HIGH WET WELL

BANNER ROAD PUMP STATION (978) 632-6943	
MINOTT ROAD PUMP STATION (978) 632-6548	
PARKER STREET PUMP STATION (978) 632-6145	
ZONE 1	PUMP 1 FAILURE
ZONE 2	PUMP 2 FAILURE
ZONE 3	HIGH WATER ALARM
ZONE 4	PUMP 1 PRIME FAILURE
ZONE 5	PUMP 2 PRIME FAILURE
ZONE 6	CONTROL POWER FAILURE
ZONE 7	LOW TEMP ALARM
ZONE 8	PUMP 1 PUMPING FAILURE
ZONE 9	PUMP 2 PUMPING FAILURE

RACETTE AVE PUMP STATION (978) 632-0967	
ZONE 1	TEMPERATURE
ZONE 2	PUMP #2 ALARM
ZONE 3	PUMP #1 ALARM
ZONE 4	HIGH WET WELL

SUMMIT PUMP STATION (978) 630-1440	
ZONE 1	HIGH WET WELL
ZONE 2	PUMP FAILURE
ZONE 3	GENERATOR FAILURE
ZONE 4	GENERATOR RUNNING

WEST BROADWAY PUMP STATION (978) 632-7097	
ALARM 1	GENERATOR RUNNING
ALARM 2	GENERATOR FAILURE
ALARM 3	TRANSFER SWITCH
ALARM 4	LOW WET WELL
ALARM 5	HIGH WET WELL
ALARM 6	PUMP FAILURE
ALARM 7	DRYWELL FLOOD

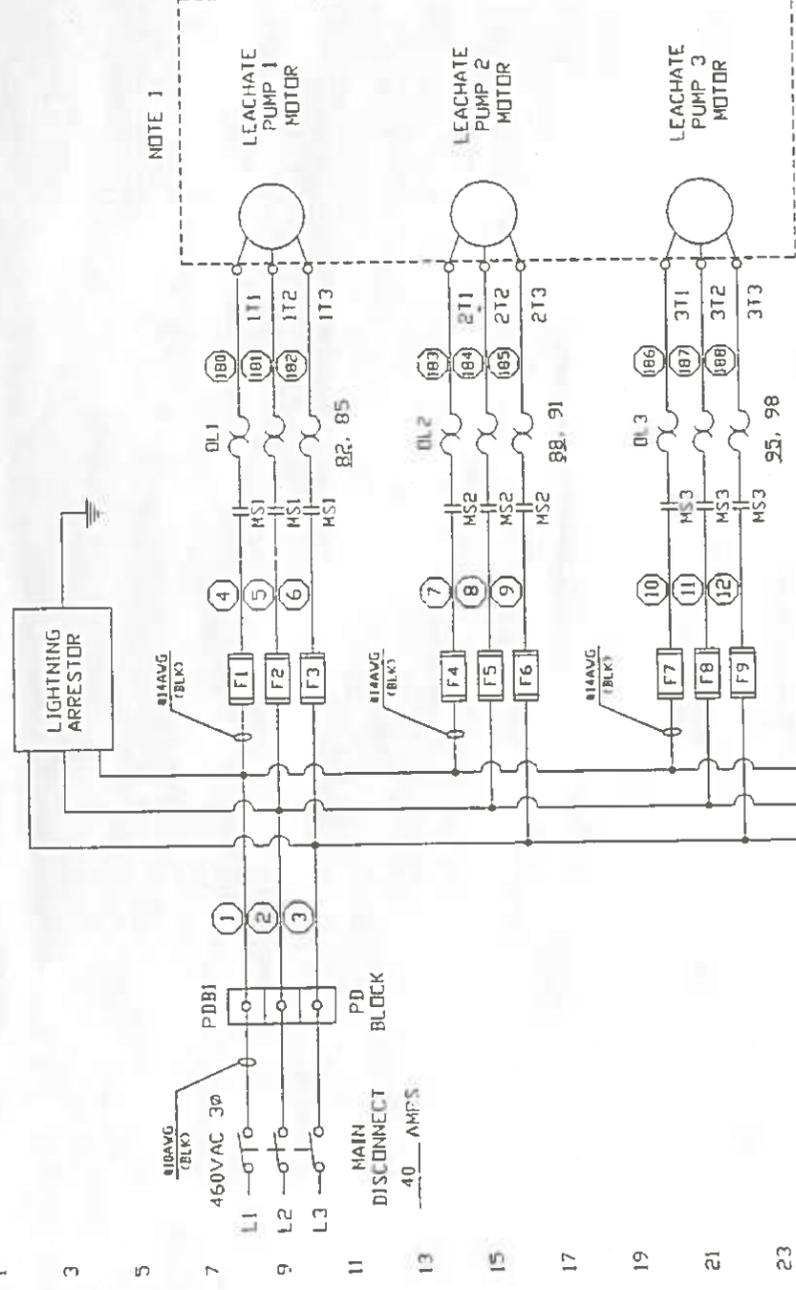
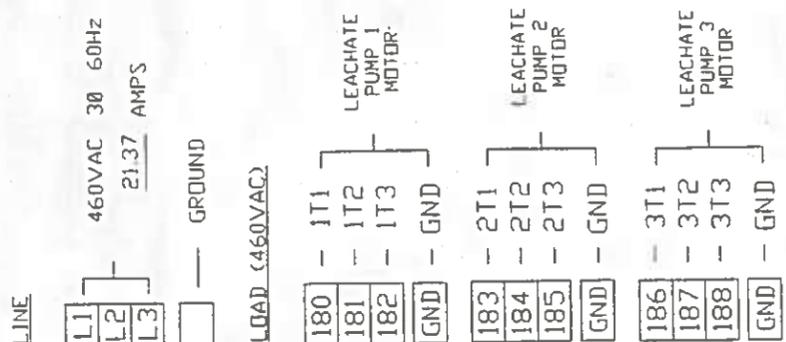
WILLIS ROAD PUMP STATION (978) 632-2932	
ZONE 1	TEMPERATURE
ZONE 2	PS ALARM
ZONE 3	HIGH WET WELL

** PRESSING 555 ACKNOWLEDGES ALARMS AT MOST STATIONS**
 ** PRESSING 3 WILL ACKNOWLEDGE ALARMS AT PARKER, MINNOTT AND BANNER**

To reset the dialer you must call the central office (978) 632-1111 and press 1111.

MOTOR	HP	VOLTAGE	FLA	FUSE SIZE
LEACHATE PUMP 1	2	460	3.4	5A
LEACHATE PUMP 2	2	460	3.4	5A
LEACHATE PUMP 3	1-1/2	460	2.5	4A
LEACHATE PUMP 4	1-1/2	460	2.5	4A
LEACHATE PUMP 5	1-1/2	460	2.5	4A
LEACHATE PUMP 6	1-1/2	460	2.5	4A

FIELD WIRING TERMINALS



FUSE	TYPE	RATING
F1-F3	LPJ-SP	5
F4-F6	LPJ-SP	5
F7-F9	LPJ-SP	4
F10-F12	LPJ-SP	4
F13-F15	LPJ-SP	4
F16-F18	LPJ-SP	4
F19-F20	BBS	1
F21-F22	FNO	1
F23	FNM	2-8/10
F24	MDL	3

AS BUILT

- NOTE 1. NOT PART OF CONTROLLER
- NOTE 2. REFERENCE INSTALLATION OF INTRINSICALLY SAFE INSTRUMENT SYSTEMS IN CLASS I HAZARDOUS LOCATIONS, ANSI/ISA-81.01-1987, SECTION 4.5.4
- NOTE 3. 'HQA' SWITCHES (S1 THRU S6) WILL SPRING RETURN FROM THE 'HAND' POSITION

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JOB No. 00-5081

REVISIONS:

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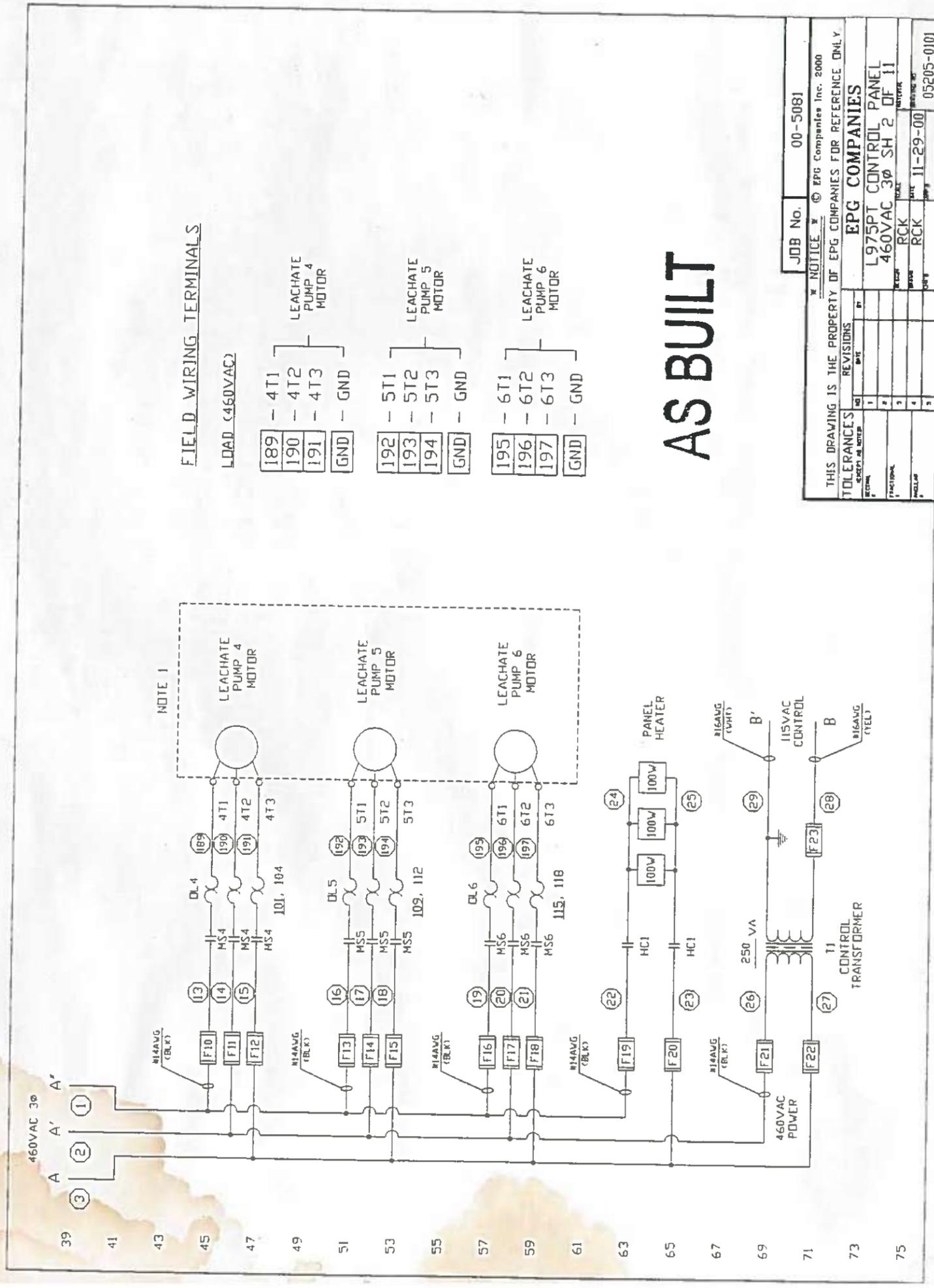
EPG COMPANIES

L975PT CONTROL PANEL
460VAC 3Ø SH 1 OF 11

REVISIONS: RCK, RCK, RCK, RCK, RCK

DATE: 11-29-00

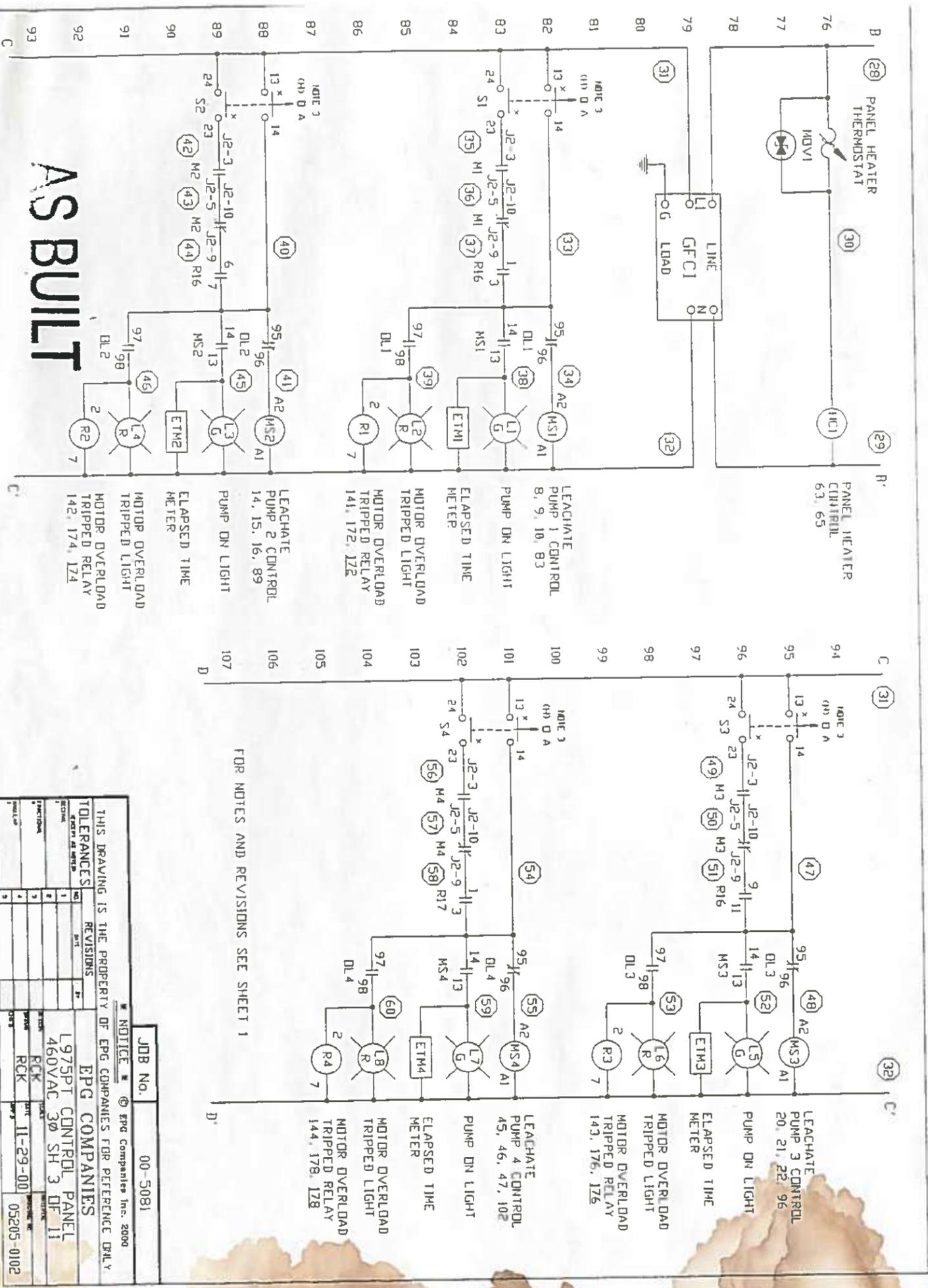
PROJECT: 05205-0100



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JOB No. 00-5081	
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TOLERANCES	REVISIONS
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AS SHOWN	BY
DESCRIPTION	NO.
DATE	BY
APPROVED	DATE
	11-29-00
	05205-0101

EPG COMPANIES
 L975PT CONTROL PANEL
 460VAC 3Ø SH 2 OF 11



FOR NOTES AND REVISIONS SEE SHEET 1

THIS DRAWING IS THE PROPERTY OF EPG COMPANIES FOR PREFERENCE ONLY	
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460VAC 3Ø SH 3 DF 11	
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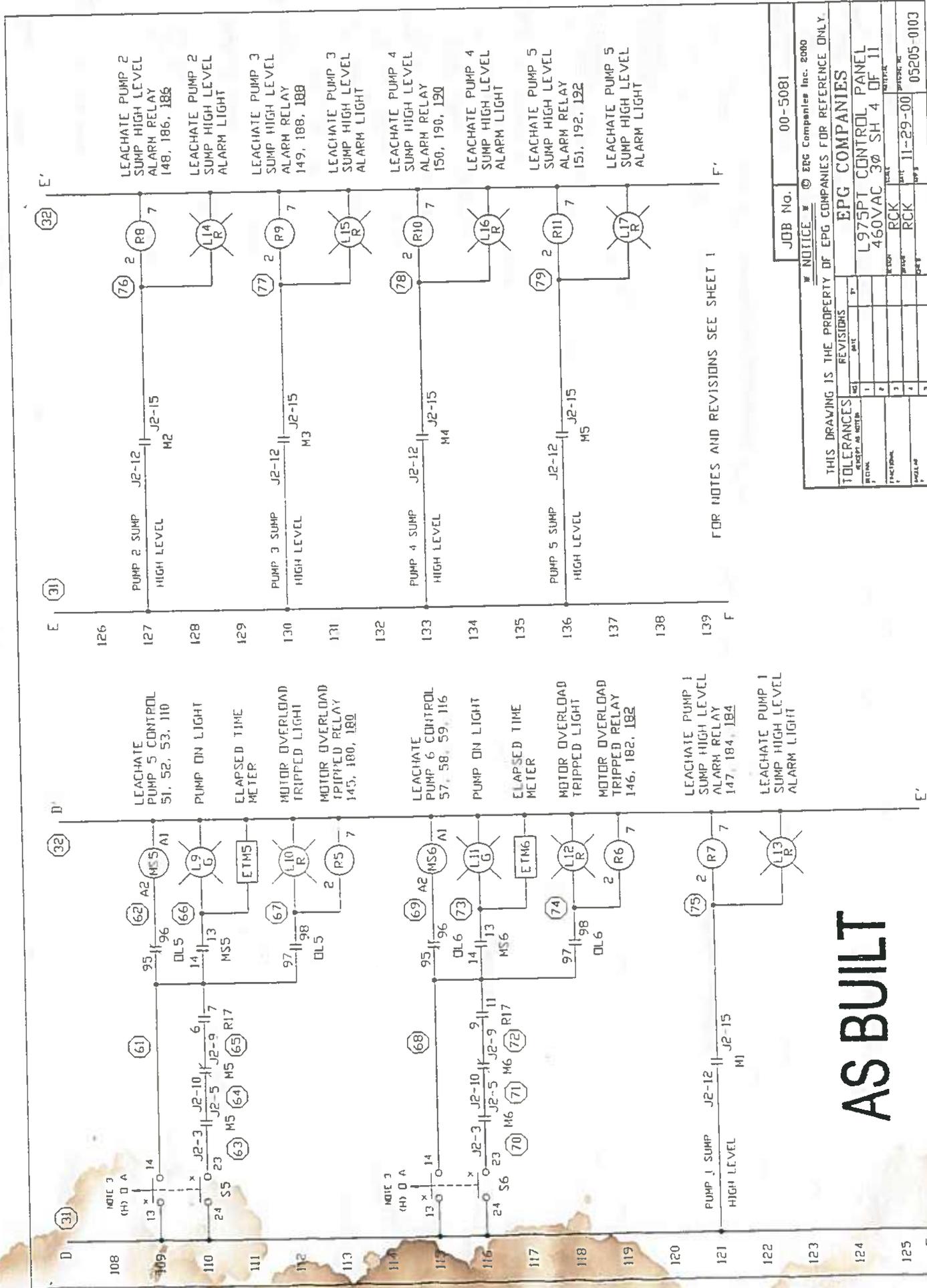
NOTICE EPG Companies Inc. 2000

EPG COMPANIES

L975PT CONTROL PANEL

460VAC 3Ø SH 3 DF 11

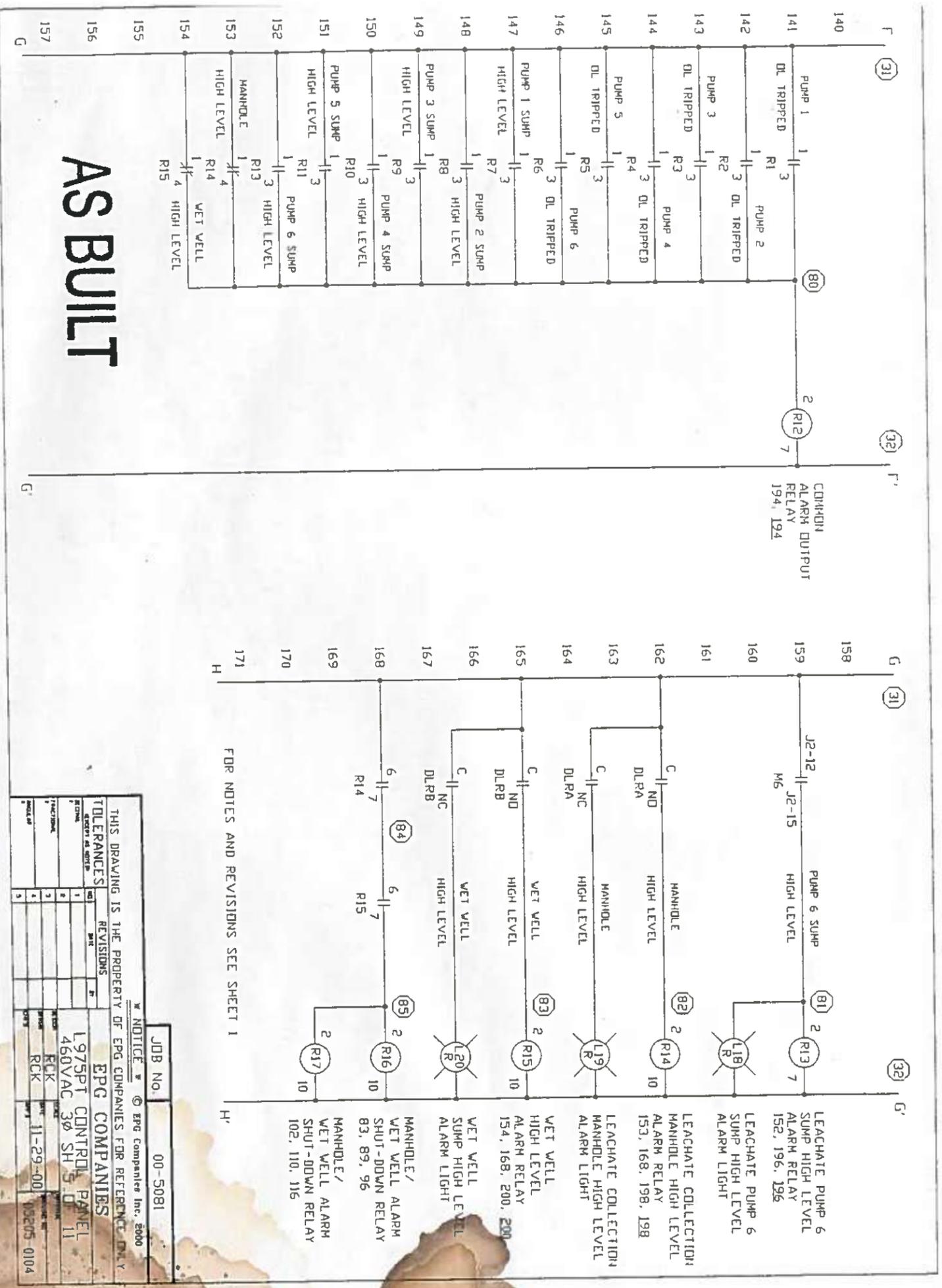
RCK RCK 11-29-00 05205-0102



FOR NOTES AND REVISIONS SEE SHEET 1

JOB No. 00-5081	
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PROJECT	05205-0103

AS BUILT



AS BUILT

JOB NO. 00-5081

NOTICE: EPG Companies Inc. 2000

EPG COMPANIES

L975PT CONTROL PANEL

460VAC 3Ø SH 5.0 11

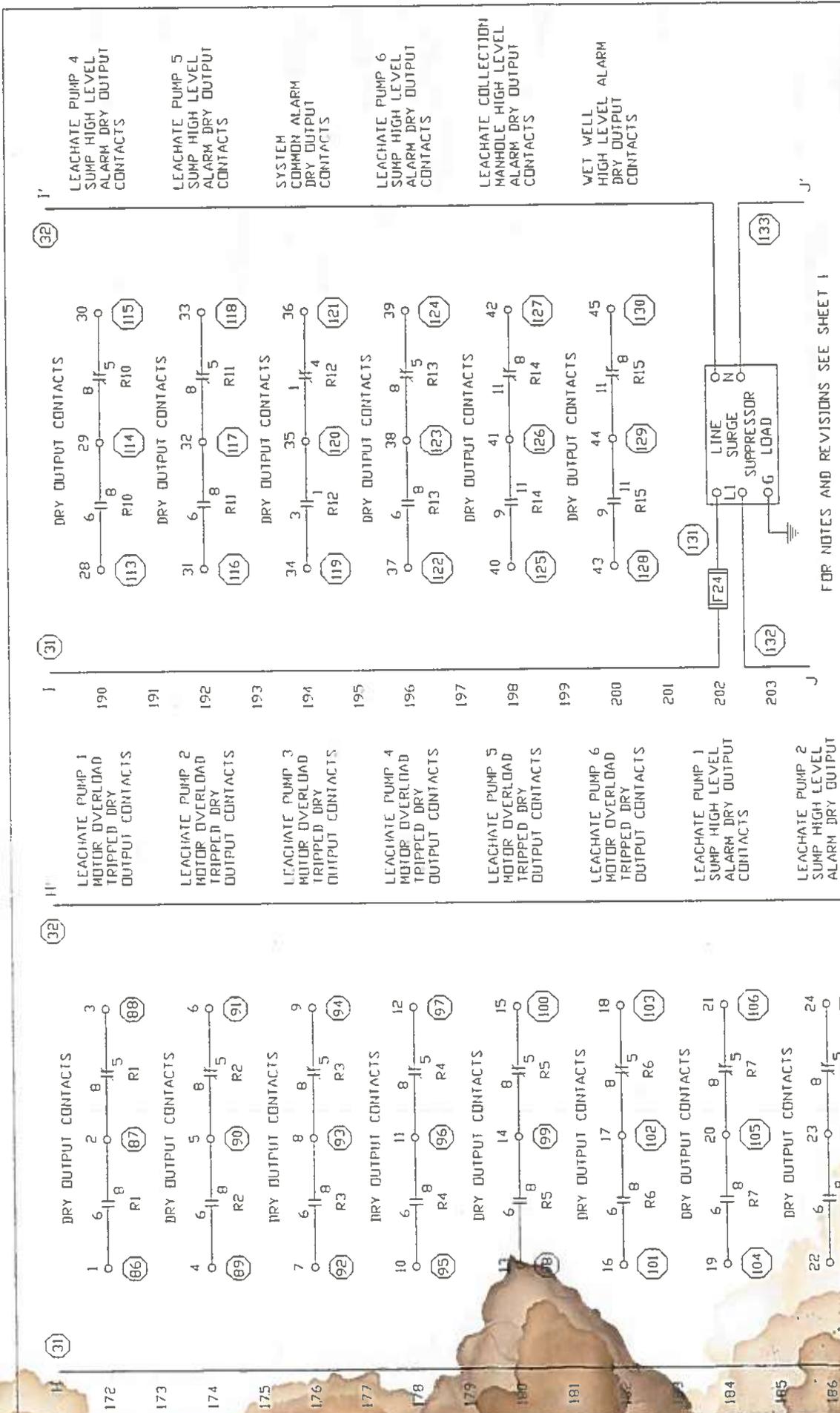
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JOB No. 00-5081

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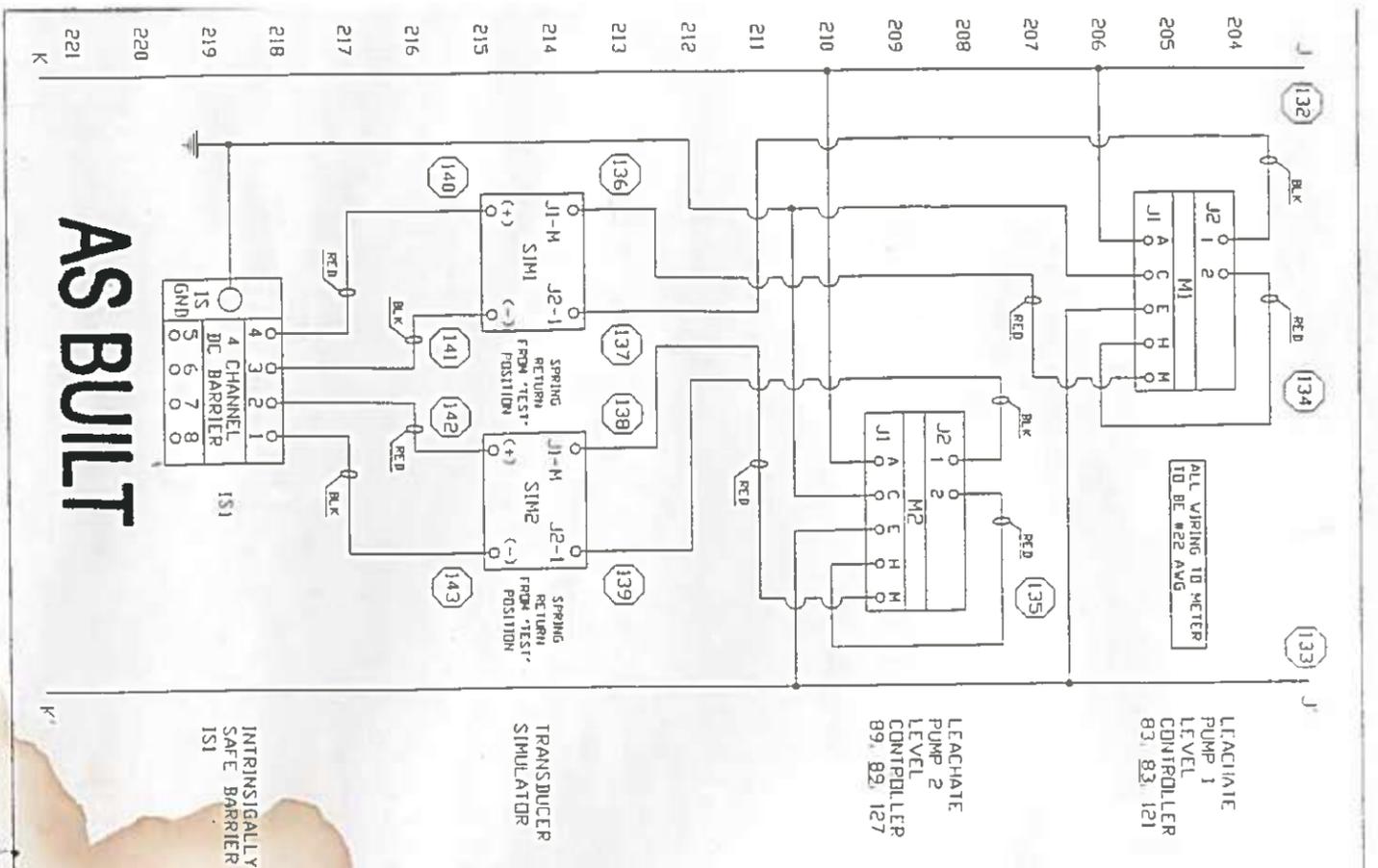
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EPG COMPANIES
L975PT CONTROL PANEL
460VAC 3Ø SH 6 OF 11

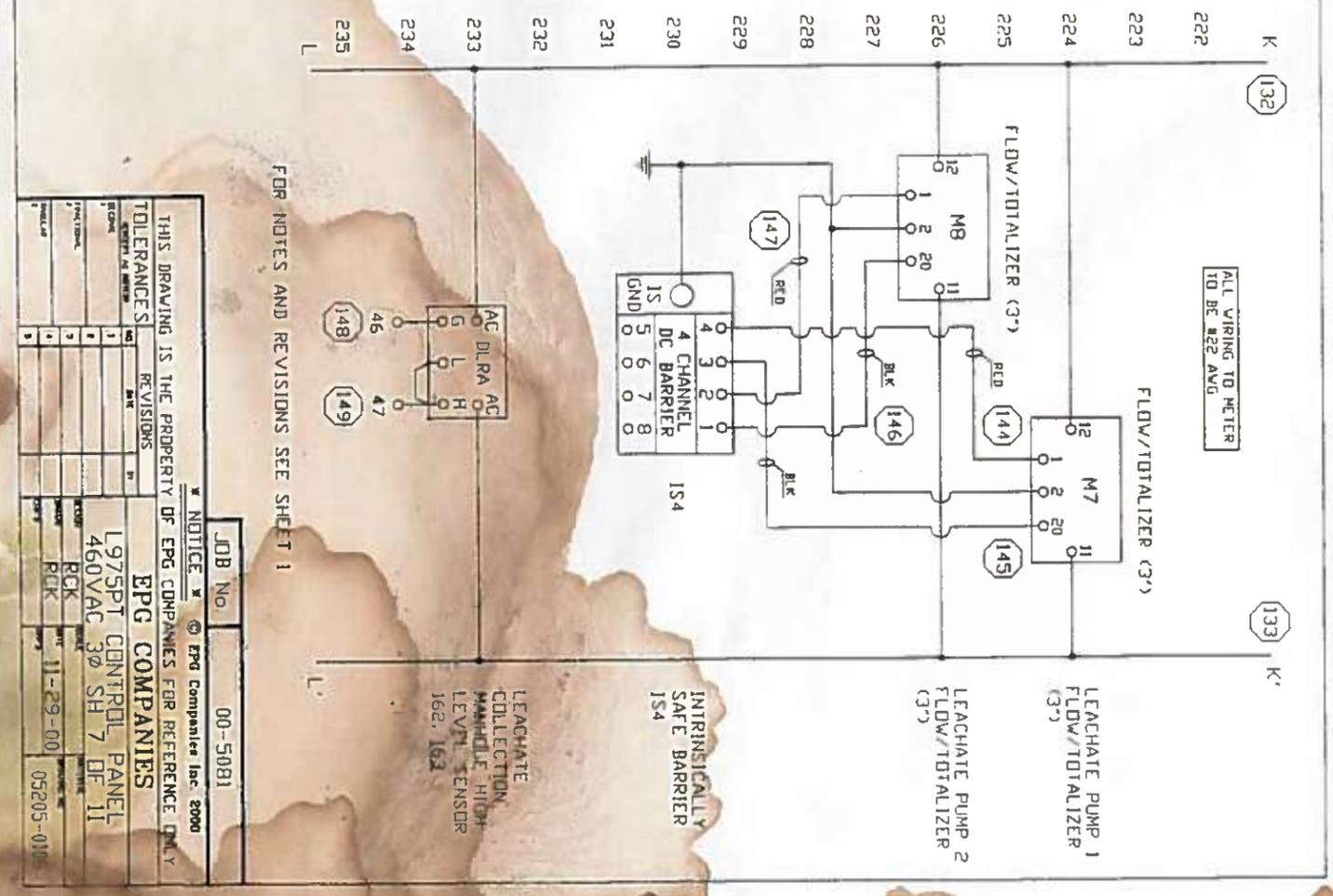
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DRAWN BY: RCK
CHECKED BY: RCK
JOB NO: 05205-0105

FOR NOTES AND REVISIONS SEE SHEET 1

AS BUILT



AS BUILT



INTRINSICALLY SAFE BARRIER 151

TRANSDUCER SIMULATOR

LEACHATE PUMP 2 LEVEL CONTROLLER 89, 89, 127

LEACHATE PUMP 1 LEVEL CONTROLLER 83, 83, 121

FOR NOTES AND REVISIONS SEE SHEET 1

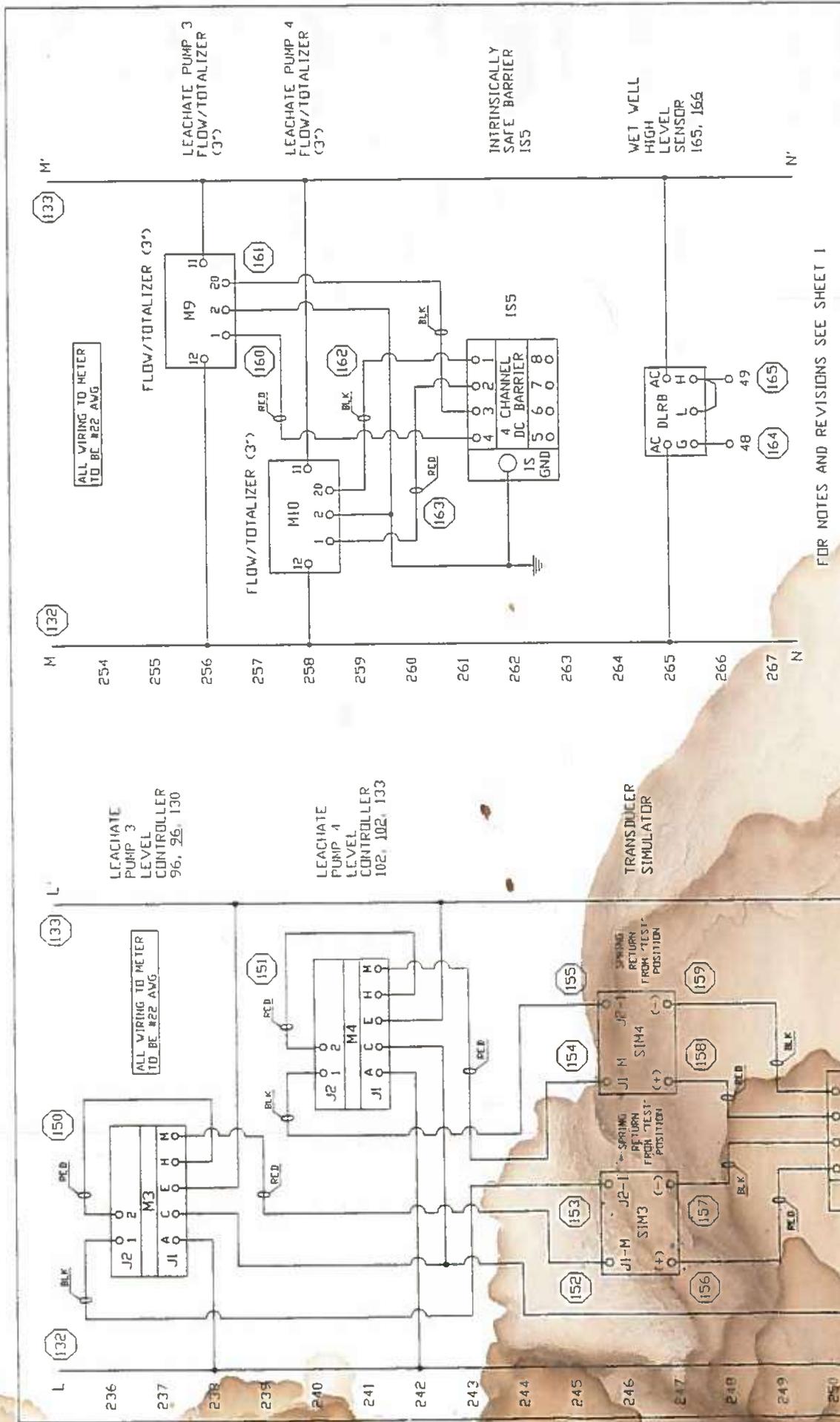
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INTRINSICALLY SAFE BARRIER 154

LEACHATE COLLECTION MANHOLE HIGH LEVEL SENSOR 162, 162

LEACHATE PUMP 1 FLOW/TOTALIZER (3")

LEACHATE PUMP 2 FLOW/TOTALIZER (3")

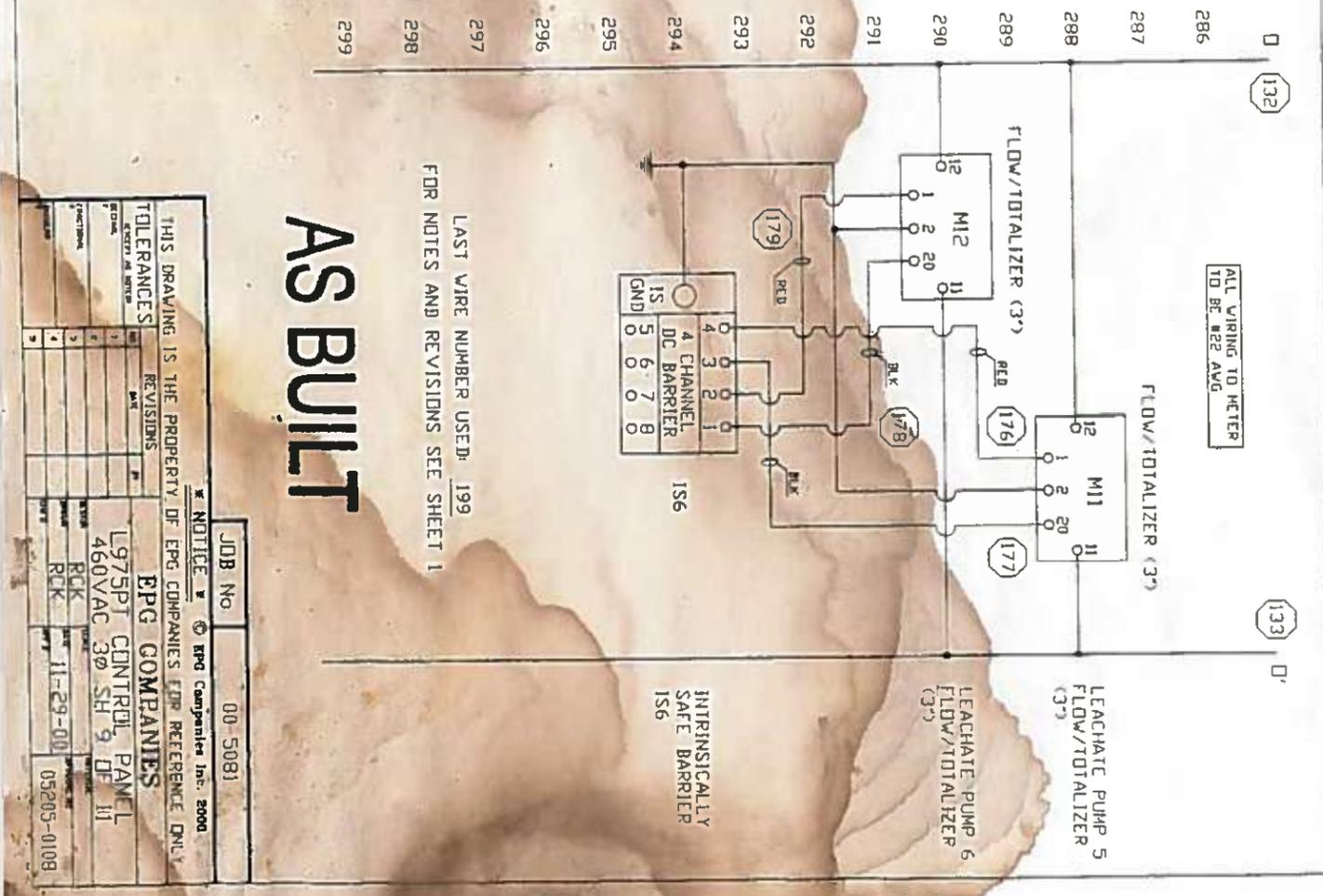
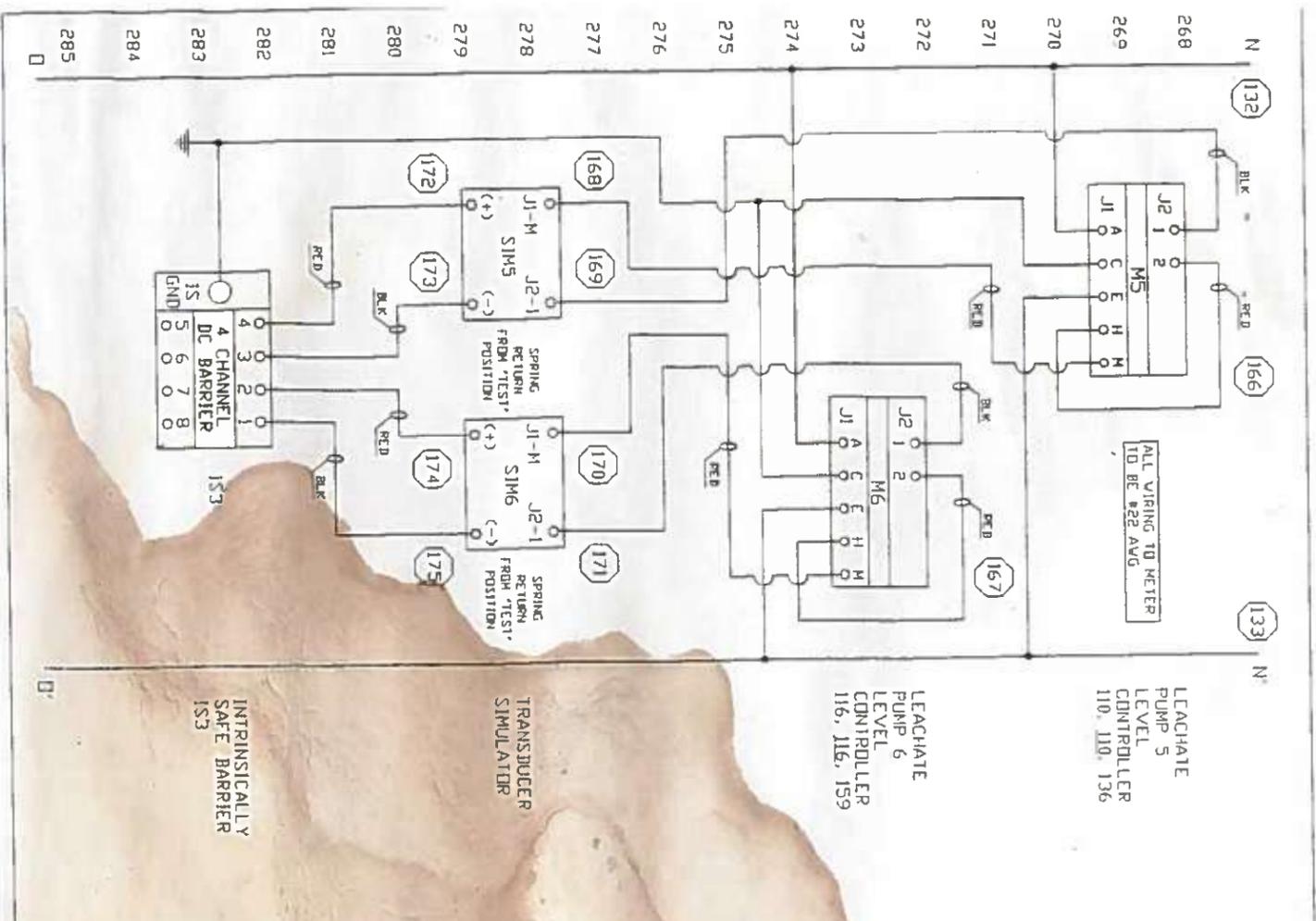


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FOR NOTES AND REVISIONS SEE SHEET 1

INTRINSICALLY SAFE BARRIER 1S2

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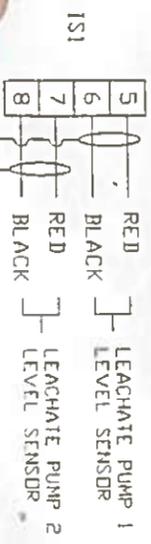
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LAST WIRE NUMBER USED: 199
FOR NOTES AND REVISIONS SEE SHEET 1

JOB No		00-5081	
NOTICE: EPG Companies Inc. 2000			
EPG COMPANIES			
L975PT CONTROL PANEL			
460VAC 3Ø SH 9 DF 11			
REV	DATE	BY	CHK
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TOLERANCES		05205-0108	
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REVISIONS			
NO	DATE	BY	CHK
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3		RCK	
4		RCK	
5	11-29-00		

FIELD WIRING TERMINALS

SENSOR (INTRINSICALLY SAFE BARRIER)

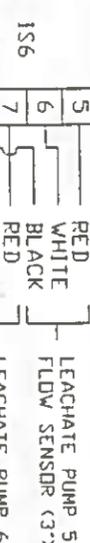
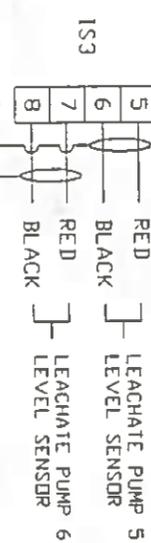


SENSOR (INTRINSICALLY SAFE BARRIER)



FIELD WIRING TERMINALS

SENSOR (INTRINSICALLY SAFE BARRIER)



SENSOR (INTRINSICALLY SAFE)



AS BUILT

FOR NOTES AND REVISIONS SEE SHEET 1

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FRAMES	1	±0.005	
DETAILS	2	±0.002	
ASSEMBLY	3	±0.001	
REVISONS			
NO.	DATE	BY	DESCRIPTION
1			L975PT CONTROL PANEL
2			460VAC 3Ø SH 10 OF 11
3			RCK
4			RCK
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DATE		11-29-00	
DRAWN BY		05205-0109	

FIELD WIRING TERMINALS

CONTROL (DRY OUTPUT CONTACT)

1	LEACHATE PUMP 1
2	MOTOR OVERLOAD TRIPPED
3	DRY OUTPUT CONTACT
4	LEACHATE PUMP 2
5	MOTOR OVERLOAD TRIPPED
6	DRY OUTPUT CONTACT
7	LEACHATE PUMP 3
8	MOTOR OVERLOAD TRIPPED
9	DRY OUTPUT CONTACT
10	LEACHATE PUMP 4
11	MOTOR OVERLOAD TRIPPED
12	DRY OUTPUT CONTACT
13	LEACHATE PUMP 5
14	MOTOR OVERLOAD TRIPPED
15	DRY OUTPUT CONTACT
16	LEACHATE PUMP 6
17	MOTOR OVERLOAD TRIPPED
18	DRY OUTPUT CONTACT
19	LEACHATE PUMP 1
20	SUMP HIGH LEVEL ALARM
21	DRY OUTPUT CONTACT
22	LEACHATE PUMP 2
23	SUMP HIGH LEVEL ALARM
24	DRY OUTPUT CONTACT
25	LEACHATE PUMP 3
26	SUMP HIGH LEVEL ALARM
27	DRY OUTPUT CONTACT
28	LEACHATE PUMP 4
29	SUMP HIGH LEVEL ALARM
30	DRY OUTPUT CONTACT
31	LEACHATE PUMP 5
32	SUMP HIGH LEVEL ALARM
33	DRY OUTPUT CONTACT
34	SYSTEM COMMON ALARM
35	DRY OUTPUT CONTACT
36	

FIELD WIRING TERMINALS

CONTROL (DRY OUTPUT CONTACT)

37	LEACHATE PUMP 6
38	SUMP HIGH LEVEL
39	DRY OUTPUT CONTACT
40	LEACHATE COLLECTION MANHOLE
41	HIGH LEVEL
42	DRY OUTPUT CONTACT
43	WET WELL
44	HIGH LEVEL
45	DRY OUTPUT CONTACT
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FOR NOTES AND REVISIONS SEE SHEET 1

AS BUILT

JOB NO. : 00-5081

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EPG COMPANIES

L975FT CONTROL PANEL
460VAC 3Ø SH 11 OF 11

REVISED BY: RCK
DATE: 11-29-00
JOB NO: 05205-0110

CITY OF GARDNER

DEPARTMENT OF PURCHASING AND CIVIL ENFORCEMENT



SIGN-IN

MEETING: 2026-018 Leachate Pump Installation Project

DATE & PLACE: Monday, September 15, 2023 at 9 AM (744 West Street, Gardner, MA)

NAME	COMPANY/AFFILIATION
Jack Lareau	Lafleur Electric
Nick Brecken	Fort Meadow Builders
Ethan Baird	Amp Electrical

CITY OF GARDNER
PURCHASING DEPARTMENT
95 Pleasant Street, Room 217
Gardner, MA 01440
978-632-0426

PROCUREMENT # 2026-018

ISSUE DATE: September 24, 2025

CITY OF GARDNER
Joshua Cormier, CPO, MCPPO
Director of Purchasing
jcormier@gardner-ma.gov

ADDENDUM 3
INVITATION FOR BID
(Leachate System Improvement Project)
MGL Ch. 30, 39M

The purpose of this addendum is to notify all interested bidders of the following change(s), deletion(s), addition(s) or clarification(s) to the specifications and all bid documents for the bid listed.

This addendum forms a part of the contract documents and modifies the original bidding documents. **Acknowledge receipt by including the first page of the Addendum within your proposal submission. Failure to acknowledge on the Bid Form may result in the rejection of your bid.** This addendum consists of two (2) typed pages.

Questions/Clarifications

1. Who will be responsible for disposal of the pumps, wiring, and old control panel components?

The city will be responsible for disposal. Items can be disposed of at the transfer station.

2. There was a question as to the number of panel heaters.

Only one panel heater was located during the pre-bid meeting, however, a prior estimate for the work indicated that there were three panel heaters.

3. There were repeated questions as to the type of flow meters.

The City has been unable to locate any additional plans or information.

Attachments

- Pre-Bid Site Walk Sign In Sheet

CITY OF GARDNER

DEPARTMENT OF PURCHASING AND CIVIL ENFORCEMENT



SIGN-IN

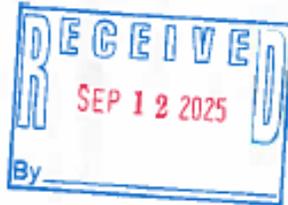
MEETING: 2026-018 Leachate Pump Installation Project

DATE & PLACE: Tuesday, September 23, 2025 at 9 AM (744 West Street, Gardner, MA)

NAME	COMPANY/AFFILIATION
Brendan Devereaux	B.D. Electric, LLC
Nicholas Brecken	Fort Meadow Builders



Wind River Environmental LLC
46 Lizotte Dr Suite 1000
Marlborough MA 01752



Invoice

Customer Number: 2259590_1166368
Questions: 978-841-5000

BILL TO

1 1 SP 0.740 ** E0001X I001 D14580545398 S2 P10886752 0001:0001



GARDNER WATER & SEWER DEPARTMENT
50 MANCA DR
GARDNER MA 01440-3213

JOB SITE APPROVED
MR GARDNER
SIGNATURE / DATE

OO - Gardner Landfill
744 West Street
Micah
Gardner MA 01440

Service Date: 29-Aug-2025	Invoice Number: 7007326	Order Number: 0208320418
P.O. Number:	Invoice Date: 02-Sep-2025	Order Date: 28-Aug-2025

Quantity	Service Type	Amount	Tax
2.00	OS-C-Hours-Pump Truck	\$650.00	\$0.00
1.00	OS-C-Emergency-Weekday call after 2 PM	\$395.04	\$0.00
1.00	Environmental Compliance - Commercial	\$25.00	\$0.00
1.00	Fuel / Energy Recovery	\$97.50	\$0.00

BOH

Technician Comments:
Cover was accessed and properly secured. Septic system serviced. Filter not present. Tank cannot be outfitted with filter. 0 gallons removed. 1 inches of bottom sludge. 1 inches of top solids. System is at proper working level. Both baffles/tees are intact. Main line is clear. pumped and dump on-site.

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$1,167.54	\$0.00	\$0.00	\$1167.54		\$0.00	Due on Receipt	\$1,167.54

TO VIEW AND PAY ONLINE GO TO: <http://wrenvironmental.billtrust.com> USE THE ENROLLMENT CODE: RKM LRX PLX

Please detach here and return the bottom portion with your payment.

From:

Gardner Water & Sewer Department
50 Manca Drive
Gardner, MA 01440

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2259590_1166368	0208320418	7007326	02-Sep-2025	\$1,167.54

We accept the following credit cards within 30 days of the invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit www.wrenvironmental.com/policies



Remit To:

Wind River Environmental LLC
P.O. Box 22074
New York, NY 10087-2074



Wind River Environmental LLC.
46 Lizotte Dr Suite 1000
Marlborough MA 01752



Invoice

Customer Number: 2259590_1166368
Questions: 978-841-5000

BOH

BILL TO

30 1 MB 0.672 E0009X 10016 014624280865 S2 P10901223 0001:0001



GARDNER WATER & SEWER DEPARTMENT
50 MANCA DR
GARDNER MA 01440-3213

JOB SITE

OO - Gardner Landfill
744 West Street
Micah
Gardner MA 01440

Service Date: 23-Sep-2025	Invoice Number: 7038882	Order Number: 0208322511
P.O. Number:	Invoice Date: 23-Sep-2025	Order Date: 22-Sep-2025

Quantity	Service Type	Amount	Tax
1.00	Environmental Compliance - Commercial	\$25.00	\$0.00
0.00	OO-C-Pumping-Leachate (gal)	\$0.00	\$0.00
2.00	OO-C-Hours-Pump Truck	\$650.00	\$0.00
1.00	Fuel / Energy Recovery	\$97.50	\$0.00

Technician Comments:
Cover was accessed and properly secured. 0 gallons removed. Waste Manifest not left onsite .

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$772.50	\$0.00	\$0.00	\$772.50		\$0.00	Due on Receipt	\$772.50

TO VIEW AND PAY ONLINE GO TO: <http://wrenvironmental.billtrust.com> USE THE ENROLLMENT CODE: RKM LRX PLX

Please detach here and return the bottom portion with your payment.

From:

Gardner Water & Sewer Department
50 Manca Drive
Gardner, MA 01440

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2259590_1166368	0208322511	7038882	23-Sep-2025	\$772.50

We accept the following credit cards within 30 days of the invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit www.wrenvironmental.com/policies



APPROVED
MS *10/7/25*
SIGNATURE / DATE

Remit To:

Wind River Environmental LLC.
P.O. Box 22074
New York, NY 10067-2074

PO # 22371



Wind River Environmental LLC
46 Lizotte Dr Suite 1000
Marlborough MA 01752

APPROVED

SIGNATURE / DATE

[Signature] 10/31/25

Invoice

Customer Number: 2259590_1166368
Questions: 978-841-5000



BILL TO

Gardner Water & Sewer Department
95 Pleasant Street Room 29
Gardner, MA 01440

JOB SITE

OO - Gamder Landfill
744 West Street
Eric Babin
Gardner MA 01440

Service Date: 28-Oct-2025	Invoice Number: 7085391	Order Number: 0208324568
P.O. Number:	Invoice Date: 29-Oct-2025	Order Date: 23-Oct-2025

Quantity	Service Type	Amount	Tax
1.00	Fuel / Energy Recovery	\$130.23	\$0.00
2.00	OO-C-Hours-Pump Truck	\$868.22	\$0.00
1.00	Environmental Compliance - Commercial	\$25.00	\$0.00

Technician Comments:
Cover was accessed and properly secured. 0 gallons removed. Waste Manifest not left onsite . Service system dumping on site.

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$1,023.45	\$0.00	\$0.00	\$1023.45		\$0.00	Net 30	\$1,023.45

TO VIEW AND PAY ONLINE GO TO: <http://www.environmental.biz/trust.com> USE THE ENROLLMENT CODE: RKM LRX PLX

Please detach here and return the bottom portion with your payment.

From:

Gardner Water & Sewer Department
95 Pleasant Street Room 29
Gardner, MA 01440

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2259590_1166368	0208324568	7085391	29-Oct-2025	\$1,023.45

We accept the following credit cards within 30 days of the invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit www.environmental.com/policies



Remit To:

Wind River Environmental LLC
P.O. Box 22074
New York, NY 10087-2074

22074 000007085391 000002259590 0000102345 0



Wind River Environmental LLC
46 Lizzie Dr Suite 1000
Methuen MA 01752

APPROVED
200 10/23/25
SIGNATURE / DATE

PO# 22377

Invoice

Customer Number: 2259590_1166368
Questions: 978-841-5000

BILL TO

JOB SITE

Gardner Water & Sewer Department
95 Pleasant Street Room 29
Gardner, MA 01440

00 - Gardner Landfill
744 West Street
Micah
Gardner MA 01440

Service Date: 14-Oct-2025	Invoice Number: 7066440	Order Number: 0208323726
P.O. Number:	Invoice Date: 15-Oct-2025	Order Date: 09-Oct-2025

Quantity	Service Type	Amount	Tax
1.00	Fuel / Energy Recovery	\$130.23	\$0.00
2.00	OO-C-Hours-Pump Truck	\$868.22	\$0.00
1.00	Environmental Compliance - Commercial	\$25.00	\$0.00

Technician Comments:
Cover was accessed and properly secured. 0 gallons removed. Waste Manifest not left onsite . Service leach system.

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$1,023.45	\$0.00	\$0.00	\$1023.45		\$0.00	Net 30	\$1,023.45

TO VIEW AND PAY ONLINE GO TO: <http://www.environmental.billtrust.com> USE THE ENROLLMENT CODE: RKM LNK-PLX

Please detach here and return the bottom portion with your payment.

From:
Gardner Water & Sewer Department
95 Pleasant Street Room 29
Gardner, MA 01440

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2259590_1166368	0208323726	7066440	15-Oct-2025	\$1,023.45

We accept the following credit cards within 30 days of the invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit www.wrenvironmental.com/policies



Remit To:
Wind River Environmental LLC,
P.O. Box 22074
New York, NY 10087-2074

22074 000007066440 000002259590 0000102345 &



Wind River Environmental LLC
48 Lizotte Dr Suite 1000
Marlborough MA 01752

APPROVED
SIGNATURE / DATE 11/13/25

Invoice

Customer Number: 2259590_1166368
Questions: 978-841-5000

BILL TO

JOB SITE

Gardner Water & Sewer Department
95 Pleasant Street Room 29
Gardner, MA 01440

00 - Gardner Landfill
744 West Street
Eric Babin
Gardner MA 01440

Service Date: 10-Nov-2025	Invoice Number: 7102913	Order Number: 0208325326
P.O. Number:	Invoice Date: 11-Nov-2025	Order Date: 03-Nov-2025

Quantity	Service Type	Amount	Tax
1.00	Fuel / Energy Recovery	\$129.00	\$0.00
2.00	OO-C-Hours-Pump Truck	\$860.00	\$0.00

Technician Comments:
Cover was accessed and properly secured. 0 gallons removed. Waste Manifest not left onsite . Service system dump on site.

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$989.00	\$0.00	\$0.00	\$989.00		\$0.00	Net 30	\$989.00

TO VIEW AND PAY ONLINE GO TO: <http://www.environmental.billtrust.com> **USE THE ENROLLMENT CODE:** RKM LRX PLX

Please detach here and return the bottom portion with your payment.

From:

Gardner Water & Sewer Department
95 Pleasant Street Room 29
Gardner, MA 01440

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2259590_1166368	0208325326	7102913	11-Nov-2025	\$989.00

We accept the following credit cards within 30 days of the Invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit www.wrenvironmental.com/policies



Remit To:

Wind River Environmental LLC
P.O. Box 22074
New York, NY 10087-3074

22074 000007102913 000002259590 0000098900 9

Facilities Manager Discussion

A proposal by President Tyros that the City Council discuss the current state of facilities management for all municipal buildings to evaluate the proper management, cost-effectiveness, current practices, and to explore potential improvements, ensuring responsible stewardship of city assets.

RECEIVED

2025 APR - 3 P 3: 59

CITY CLERK'S OFFICE
GARROVER, MA



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 28, 2025

Hon. Aleksander H. Dernalowicz, Chair
And Finance Committee Members
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: Additional Information Requested for Item #11518: A Proposal by President Tyros that the City Council discuss the current state of facilities management for all municipal buildings

Dear Mr. Chairman and Councilors,

At the previous Finance Committee meetings, it was requested that the Administration provide a break down of the City's facilities management breakdown.

All School Department buildings are maintained by the School Department's custodial contractor- Mora's Cleaning. Their grounds and larger facilities projects are overseen by the School Departments' facilities manager, Wayne Anderson, who has three staff members under him.

The City's Water and Wastewater treatment plants are maintained by the City's contractor overseeing those plants- Veolia.

The DPW buildings are maintained by the staff at the DPW.

The Gardner Senior Center and Greenwood Memorial Pool are maintained by a shared maintenance staff member who assists with the pool in the summer months. This staff member reports jointly to Director Ellis and Director Morse and is a member of the AFSCME Union.

The Gardner Police Department has their own facilities maintenance manager. When this person is out, the City Hall maintenance staff covers the rounds at the police station. This staff member reports to Chief McAvene and is a member of the AFSCME Union.

City Hall has a Maintenance Manager who oversees one additional staff member. The manager works from 7am to 3:30pm, and the night shift maintenance manager works from 1pm to 9:30pm. Aside from being the back up staff for the Police Station, they also oversee any additional facilities that the City has- Waterford Community Center, School Street School, Helen Mae Sauter, Etc. These staff members report to Commissioner Zuppa and are members of the AFSCME Union.

The Levi Heywood Memorial Library has three non-union maintenance positions who oversee all of the work there and report to Director Klements.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

Titi Siriphan

From: George Tyros
Sent: Wednesday, January 29, 2025 8:54 PM
To: Alek Dernalowicz; Titi Siriphan
Subject: Re: Finance Committee - January 29, 2025 Meeting Recap

Thank you Mr. Chair,

Madam Clerk,

Please add items 11479, 11480, 11481 to the next Council agenda.

Please create an item 'Discussions in regard to the City's Health Insurance Payments and Trust Fund' and assign it to the Finance Committee.

Thank you both,
 George

From: Alek Dernalowicz <adernalowicz@gardner-ma.gov>
Sent: Wednesday, January 29, 2025 8:48 PM
To: Titi Siriphan <tsiriphan@gardner-ma.gov>; George Tyros <gtyros@gardner-ma.gov>
Subject: Finance Committee - January 29, 2025 Meeting Recap

Mr. President and Madam Clerk,

Below is a recap of the the actions taken at the January 29, 2025 Finance Committee Meeting. They are organized into sections based on the outcome at the meeting.

Assigned/Referred Items - To Place On The Full Council Calendar:

- 11479 – A Communication from the Mayor regarding the City's Health Insurance Payments and Trust Fund.
- 11480 – An Order Authorizing the City to Borrow \$100,000 for the Feasibility Study and Schematic Design of the Middle School Roof Replacement Project in Conjunction with the Massachusetts School Building Authority.
- 11481 –An Ordinance to Amend the Code of the City of Gardner, Chapter 171, thereof entitled Personnel, to add the position of Human Resources Manager to the Compensation Schedule.

New Items Originating in Committee - To Place On The Full Council Calendar:

- None

New Items Originating in Committee - To Place On The Finance Committee Calendar:

- Discussions in regard to the City's Health Insurance Payments and Trust Fund

- o Note: This proposal was made via motion during discussion and related to *11479 – A 11482 Communication from the Mayor regarding the City's Health Insurance Payments and Trust Fund*. This will require a new item number .

In Subcommittee - To Remain With The Finance Committee:

- 11457 – An Ordinance to Amend the Code of the City of Gardner to have the Community Development Block Grant Steering Committee Meet Monthly.
- 11454 – Report on the Investigation of the Maki Park Project.
- 11477 – Discussions in Regard to Internal Working Groups Review of the Salary Study.

I have retained the *"New Items Originating in Committee - To Place on the Full Calendar"* subsection to avoid confusion with *"New Items Originating in Committee - To Place on the Finance Committee Calendar"*.

Please let me know if you have any questions.

Best,

--

Aleksander H. Dernalowicz, Esq.
Ward 5 City Councillor
(978) 632-0243



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

August 25, 2025

Hon. George C. Tyros, President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440

RE: A Measure Declaring the Land located at 13-17 West Lynde Street, as Defined in the Attached Approval Not Required (ANR) Plan, as Surplus for the Purpose of Disposition

Dear Mr. President and Councilors,

As development efforts in the Downtown area continue, the Administration is looking for authorization to sell the land located at 13-17 West Lynde Street, commonly referred to as the West Lynde Street Parking Lot.

With the construction of the Rear Main Street Parking lot in progress, and the ways in which this lot has certain restrictions on it due to past decisions of the Planning Board, the Administration believes that it is in the City's best interest to place the lot for sale for private commercial use. This would leave all requirements to repair the parking lot and bring it back up to standard, as well as any future maintenance and plowing to be the cost of the private purchaser in the end.

To reiterate, the General Laws of the Commonwealth require any sale of land to be through an open public process conducted as a Request for Proposals (RFP) in the same manner as has been done in the past. As such, anyone who is interested is able to submit a proposal in response to the solicitation, and all proposals will be reviewed by an independent panel of 3 to 5 individuals who will make their final recommendation to my office as to who they believe should receive the award.

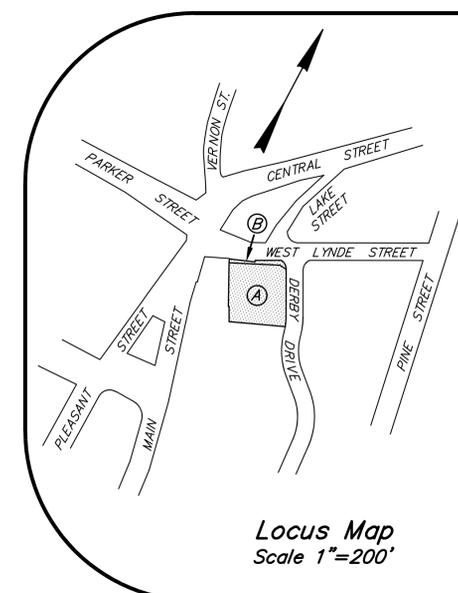
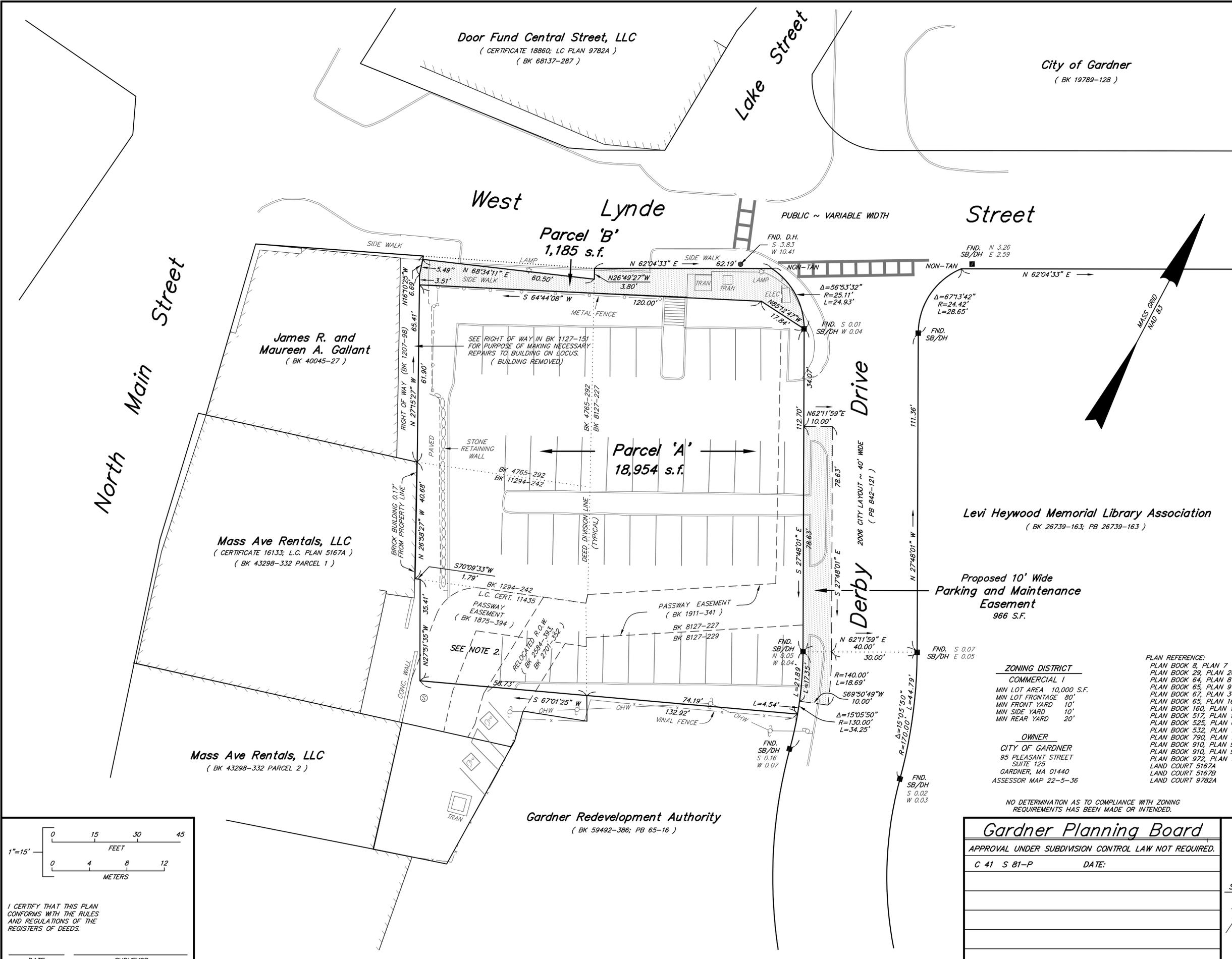
Respectfully submitted,

Michael J. Nicholson
Mayor, City of Gardner

**DECLARING SURPLUS FOR PURPOSE OF DISPOSAL OF
LAND AND BUILDINGS AT 13-17 WEST LYNDE STREET**

VOTED: To declare surplus for the purpose of disposal, in accordance with prevailing General Laws, all land and buildings at 13-17 West Lynde Street, further identified on the City of Gardner Assessor's Map as M22/5/36/, to establish as a minimum amount of \$1,000.00 to be paid for any conveyance of said property, and to authorize the Mayor to convey said land, or part thereof, for such amount or a larger amount, and upon such other terms as the mayor shall consider proper in accordance with this Vote.

FOR REGISTRY USE ONLY



1"=15'

0 15 30 45
FEET

0 4 8 12
METERS

I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

DATE _____ SURVEYOR _____

PLAN REFERENCE:
PLAN BOOK 8, PLAN 7
PLAN BOOK 29, PLAN 20
PLAN BOOK 64, PLAN 8
PLAN BOOK 65, PLAN 9
PLAN BOOK 67, PLAN 34
PLAN BOOK 65, PLAN 16
PLAN BOOK 160, PLAN 1
PLAN BOOK 517, PLAN 119
PLAN BOOK 525, PLAN 61
PLAN BOOK 532, PLAN 1
PLAN BOOK 790, PLAN 19
PLAN BOOK 910, PLAN 90
PLAN BOOK 910, PLAN 91
PLAN BOOK 972, PLAN 125
LAND COURT 5167A
LAND COURT 5167B
LAND COURT 9782A

NOTES:
1. PARCEL 'A' AND PARCEL 'B' ARE A DIVISION OF PROPERTY DESCRIBED IN THE FOLLOWING DEEDS TO THE CITY OF GARDNER:
A. BOOK 5230, PG. 144 (SEE BK 4514-258)
B. BOOK 11294, PG. 242
TRANSFER CERTIFICATE OF TITLE 11435.
C. BOOK 8127, PG. 227
D. BOOK 8127, PG. 229
2. A PORTION OF LOCUS PROPERTY DESCRIBED IN BOOK 11294, PG. 242 (2) IS REGISTERED LAND DESCRIBED IN CERTIFICATE NO. 16883 AND SHOWN ON LAND COURT PLAN 5167B. SAID PARCEL IS SUBJECT TO A RIGHT OF WAY DESCRIBED IN BOOK 1875, PG. 94 AND BOOK 1830, PG. 482. SEE AGREEMENT TO RELOCATE THIS RIGHT OF WAY IN BOOK 2584, PG. 393 AND CONSENT AND RELEASE DOCUMENT IN BK 2701, PG. 352.

Gardner Planning Board
APPROVAL UNDER SUBDIVISION CONTROL LAW NOT REQUIRED.

C 41 S 81-P DATE: _____

PLAN OF LAND IN
Gardner, Mass.
PREPARED FOR
City of Gardner

SCALE: 1" = 15' JUNE, 2025

Tauper Land Survey, Inc.
PROFESSIONAL LAND SURVEYORS
710 MAIN STREET, OXFORD, MA 01537
(TEL. 508-987-2266, FAX 508-987-2267)

JOB NO. 24-136 SHEET 1 OF 1 PLAN NO. 24-136A



2009 00121199

Bk: 44958 Pg: 141
Page: 1 of 3 10/14/2009 09:14 AM

RECEIVED
2009 JUN - 1 P 2: 53
CITY CLERKS OFFICE
GARDNER, MA

**COMMONWEALTH OF MASSACHUSETTS
CITY OF GARDNER
NOTICE OF SPECIAL PERMIT
Modification of Special Permit**

NOTICE IS HEREBY GIVEN THAT A SPECIAL PERMIT HAS BEEN GIVEN TO:

NAME: Massachusetts Avenue Rentals LLC
ADDRESS: 69 Massachusetts Avenue
Lunenburg, MA 01462

BY THE BOARD OF APPEALS OF THE CITY OF GARDNER AFFECTING THE RIGHTS OF THE OWNER WITH RESPECT TO THE USE OF THE PREMISED LOCATED ON:

14 - 34 Main Street

IN THE CITY OF GARDNER, THE RECORD TITLE STANDING IN THE NAME OF:

Massachusetts Avenue Rentals LLC

BY DEED DULY RECORDED IN THE WORCESTER DISTRICT REGISTRY OF DEEDS IN:

BOOK 43298 PAGE 332

ON APPLICATION DATED April 28, 2009
FOR A Modification of stipulations of SPECIAL PERMIT to:

Construct a Laundromat and self-storage open to the public in the basement, and the addition of (1) apartment at 14 - 34 Main Street, Gardner, MA. Denied by the Building Commissioner because it does not comply with the Special Permit granted January 21, 2003 in Commercial I Area of the Gardner Zoning Ordinance.

The Gardner Zoning Board of Appeals at its May 19, 2009 meeting voted unanimously to grant, with conditions, a modification of the Special Permit, originally granted December 17, 2002, to construct a Laundromat, open to the public, and self storage in the basement, and the addition of (1) apartment at 14-34 Main Street, Gardner, MA.

The Applicant represented to the Board that this Special Permit modification request is to allow changes to the approved plan after the Special Permit was granted in 2003, specifically to construct an apartment that was originally retail space and to clarify the construction of a Laundromat and storage facility that was shown on the original plans but not presented for consideration by the Board. The Applicant purchased the property in September 2008. The request for Modification is for three specific requests:

-The self-storage area is intended for the exclusive use of the tenants in the building. The units will be individually enclosed with the area serviced by sprinklers like the remainder of the building.

Handwritten initials/signature

-The proposed Laundry will be open to both the tenants of the building and general public. The location and number of machines proposed is the same as was part of the original plan in 2003. The laundry hours of operation are 7 AM to 10 PM, seven days a week. The room is to be video monitored and recorded. Monitoring will occur off site. The room would contain auto locking door locks that would lock automatically approximately 30 minutes after closing. Patrons would park in the lot at the rear of the building and would access through the ground level entrance. No dedicated parking spaces will be allotted to the use. Any signage advertising the facility would comply with the Zoning Ordinance.

-The third request is for a modification to allow an additional residential apartment. This apartment is referred to as Unit 2F and is an apartment behind retail space with frontage on Main Street. This apartment was added to the plan in February 2004 by the previous developer.

The Applicant adequately addressed the nine conditions outlined in Section 1182 of the Gardner Zoning Ordinance and are summarized below:

The proposal is suitably located in the commercial neighborhood and is compatible with other permitted uses in the same district. The self-storage facility is for the use of the tenants in the building and is an amenity for the renters. The Laundry is for both tenants and the general public. Buildings of mixed retail/commercial and residential use surround the area. This amenity will benefit the neighborhood. The proposed apartment is consistent with other uses in the building, being a mixture of retail/commercial and residential use.

There is convenient and safe vehicular and pedestrian movement in the area for the proposed use. The establishment is located on Main Street and abuts the Lynde Street Parking Lot. The building occupants are proposed to utilize the city-owned parking lot to supplement other spaces on the property. On street parking also exists on Main Street for the commercial establishments proposed with frontage on Main Street. There also exist marked crosswalks and established sidewalks in proximity to the building. The Board is concerned with the public safety issues related to the rear entrance and addresses this concern in the conditions of this modification.

There are adequate parking and loading areas in the downtown areas to accommodate the proposed use. As stated above, there exists both on street parking and municipal parking lots in close proximity to the building. Additionally, off loading can take place at the rear of the premises. The City is cognizant of the potential of parking challenges in this area and is attempting to address this issue as part of the Rear Main Street Master Plan.

The establishment is connected to city public water and sewer and provides for removal of trash. The Applicant proposes no outside renovations therefore no storm drainage alterations are proposed. Existing roof drains are connected to storm drains at the rear of the property.

The proposal should not create a nuisance due to air, water, noise, odor, or other features. A nuisance will exist while construction is ongoing but should be limited and temporary. The building units are also individually insulated to assist in the dampening of noise transmission between units. The residential units are air-conditioned and have high efficiency windows limiting impacts from outside noises to the occupants.

There is no inconvenience or hazard to abutters, vehicles or pedestrians related to the proposed activity. The issue of lighting in the rear entrance way is addressed as a condition. Additionally, the Board had a concern of the general safety of the building as the Applicant proposed that the back doors would be open to residents and non-residents alike. This concern is also addressed in the conditions of this modification. The hours of the Laundry would be as stated above with no different hours for residents.

The proposal is in harmony with this Ordinance.

The proposal will not have a detrimental impact on city services, tax base, or employment opportunities.

This proposal should be considered consistent with the City's Community Development Plan or Master Plan.

This Modification to the Special Permit is granted with the following conditions:

1. Self-Storage to be for the sole use of tenants of the Building.
2. Adequate lighting, as determined and approved by the Building Commissioner, to be installed and maintained at the rear entrance to the building.
3. Auto locking doors on Laundry to prevent access to the room when closed.
4. Auto locking doors at all egress doors to prohibit non-resident access to the building for the protection and privacy of the residents during, at a minimum, the hours when the Laundry is closed to the general public.
5. All conditions of the Special Permit dated January 21, 2003 remain in effect.

A COPY OF THIS SPECIAL PERMIT HAS THIS DAY BEEN FILED WITH THE PLANNING BOARD AND THE CITY CLERK, CITY OF GARDNER:

CERTIFIED THIS 1st DAY OF June, 2009

Raymond F. LaFond (d)
Raymond F. LaFond, Chairman

Randall Heglin (d)
Randall Heglin, Clerk

Michael Gerry (d)
Michael Gerry, Third Member

I, Kathleen M. Lesneski, City Clerk, City of Gardner, hereby certify the attached decision by the Zoning Board of Appeals was filed with my office on June 1, 2009 and that twenty days have elapsed since the filing of said decision with my office and that no appeal concerning said decision has been filed or that any appeal that has been filed has been dismissed or denied.

June 24, 2009
Dated

Kathleen M. Lesneski
Kathleen M. Lesneski, City Clerk

ATTEST: WORC. Anthony J. Vigliotti, Register

COMMONWEALTH OF MASSACHUSETTS
CITY OF GARDNER
ZONING BOARD OF APPEALS
DECISION

RECEIVED
DEC 31 12 20 PM '02
CITY CLERK'S OFFICE
GARDNER, MASS.

NAME: BBC EQUITIES, INC.
ADDRESS: 14 MAIN ST., GARDNER, MA

DECISION OF THE BOARD OF APPEALS REGARDING THE USE OF THE PREMISES LOCATED ON:

14-34 MAIN STREET

IN THE CITY OF GARDNER, THE PREMISES BEING MORE PARTICULARLY DESCRIBED IN A DEED DULY RECORDED IN WORCESTER DISTRICT REGISTRY OF DEEDS:

BOOK 23503 PAGE 300

ON APPLICATION DATED AUGUST 6, 2002 FOR A SPECIAL PERMIT TO:

Install approximately 25 apartments in building located at 14 to 34 Main St., Gardner, MA. (Denied a building permit by the Building Commissioner because it does not conform with Section III-A, Residential Uses #6, in Commercial I Area, of the Gardner Zoning Ordinance.)

The Gardner Zoning Board of Appeals voted unanimously, with stipulations, on December 17, 2002 to grant the applicant a Special Permit to install no more than 27 apartments in a building located at 14-34 Main St., Gardner, MA.

The applicant sufficiently addressed the twelve requirements of Section VI-H, 2.E, Special Permit provisions as required in the zoning ordinance. They are briefly recapped below.

1. The proposed dwelling on the lot will not change and is presently suitably located in the neighborhood.
2. The use is compatible with existing uses, residential housing and commercial space.
3. The construction of the 27 apartments and commercial space will not constitute any undue nuisance to the environment. The two dumpsters located on site are in satisfactory locations. Use is residential in nature.
4. Pedestrian flow will not be disrupted. Under Section V-F,2,1A, Parking Standards in a Commercial I Zone, no additional parking is required. The applicant worked with the city to allow 110 spaces of municipal overnight, off street parking to be available behind 14-34 Main Street for all residents and abutters. Anyone using the overnight municipal lot directly behind must vacate the lot by 7:00 a.m. when snow plowing is required. Parking is on a first come bases.
5. Adequate facilities already exist for a regular apartment building that complies with all building ordinances. The facilities include an elevator, signage, pedestrian flow, and parking. Full city services are in use.
6. The proposal will not be detrimental or offensive to the site. The applicant will be making improvements to the exterior of the building. Use of the site will not change, remaining residential and commercial/retail.
7. Any signage will comply with city ordinances.
8. Vehicular movement is already present in the existing municipal lots. Two additional handicap-parking spaces will be located next to the applicant's building. There is established pedestrian movement in and out of the building to the sidewalk on Main Street and to the parking area to the rear of the applicant's building.
9. Adequate space exists for the loading and unloading of the two dumpsters. There will be no loading or off-loading of goods for business purposes. The dwellings are residential in nature.
10. The dwellings have city water and sewage services. The two dumpsters will be used for waste disposal. Surface water will drain to the rear of the property and the roof drains will flow into catch basins at the rear of the applicant's building.
11. The building on the lot will not change so flood hazards will not be created.
12. There is compliance to the City's Master Plan as it exists.

The following stipulations apply to this Special Permit:

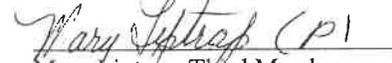
1. The Applicant or his designee will police the property on a regular basis to remove any debris, trash, etc. that may accumulate or be left by individuals.
2. During any construction, interior or exterior, the Applicant will make certain the right of way, parking areas, walkways, doorways, etc. Are not blocked or impeded by workmen, their vehicles or construction equipment. All construction debris will be cleaned up daily and disposed of in proper receptacles daily.
3. Additional lighting will be added to the rear of the building to enhance and illuminate the rear entrance, for the safety of the occupants and their guests.

ANY PERSON AGGRIEVED BY A DECISION OF THE BOARD OF APPEALS OR ANY SPECIAL PERMIT/VARIANCE GRANTING AUTHORITY, WHETHER OR NOT PREVIOUSLY A PARTY TO THE PROCEEDING, OR ANY MUNICIPAL OFFICER OR BOARD MAY APPEAL EITHER TO THE SUPERIOR COURT, DISTRICT COURT, OR LAND COURT DEPARTMENT OF THE TRIAL COURT FOR THE COUNTY IN WHICH THE LAND CONCERNED IS SITUATED BY BRINGING AN ACTION WITHIN TWENTY (20) DAYS AFTER THE DECISION HAS BEEN FILED IN THE OFFICE OF THE CITY OR TOWN CLERK. (M.G.L. SECTION 17, CHAPTER 40A)

A COPY OF THIS DECISION HAS THIS DAY BEEN FILED WITH THE PLANNING BOARD AND THE CITY CLERK, CITY OF GARDNER: CERTIFIED THIS 31st DAY OF DECEMBER 2002.


Raymond LaFond, Chairman


David Antaya, Clerk


Mary Liptrap, Third Member

I, Kathleen M. Lesneski, City Clerk, City of Gardner, hereby certify that twenty days have elapsed since the filing with my office of the attached decision by the Board of Appeals and that no appeal concerning said decision has been filed or that any appeal that has been filed has been dismissed or denied.

Dated _____

Kathleen M. Lesneski, City Clerk