CITY OF NEWTON

PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS DEPARTMENT
(M.G.L. Ch. 30, Sec. 39M)

PROJECT MANUAL:

SUPPLY, DELIVER & PLACE

1 ½" BITUMINOUS CONCRETE OVERLAY

AT VARIOUS LOCATIONS

INVITATION FOR BID #14-87

Bid Opening Date: March 6, 2014 at 10:30 a.m.

FEBRUARY 2014

Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
INVITATION FOR BID #14-87

The City of Newton invites sealed bids from Contractors for:

SUPPLY, DELIVER & PLACE
1 ½" BITUMINOUS CONCRETE OVERLAY
AT VARIOUS LOCATIONS
(See map and street listing @ at Item Sheet Pages 1-3 at pp. 79-81 below.)

Bids will be received until: **10:30 a.m., Thursday, March 6, 2014**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrwawn after the dealine for bids. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Work under this contract is for furnishing, delivering and placing machine applied tack coat and approximately eight thousand six hundred (8,600) tons * of 1 1/2" thick bituminous concrete Type I-1 overlay top mix to previously cold-planed roadway surfaces located throughout the City of Newton. Leveling courses may be required in certain cases prior to the application of the overlay.

*** Notice #1: The quantities represented in this Invitation For Bid are dependent on Mass D.O.T. Chapter 90 funding. These monies are traditionally allotted, and subsequently apportioned by the City of Newton, on or about April 1 of each calendar year. Therefore the quantities listed in this Invitation For Bid may be revised at the time of the bid award.**

*** Notice #2: The work under this contract is to be performed in conjunction with a separately issued cold-planing contract and an in-house DPW site preparation program, therefore the scheduling of this work shall be at the discretion of the Engineer. The intent is to ensure that the work under this contract is performed immediately after the aforementioned cold-planing process. The successful bidder must be ready, willing and able to accommodate the City of Newton in the scheduling and/or coordination of this work.**

Contract Documents will be available online at **www.newtonma.gov/bids** or pick up at the Purchasing Department after **10:00 a.m., February 20, 2014. Bids must be submitted with one Original and one Copy.**

THE CITY WILL ACCEPT BIDS FROM MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (MASSDOT) PREQUALIFIED CONSTRUCTION CONTRACTORS ONLY. MassDOT will provide a list of Prequalified Construction Contractors to the City of Newton. Bidders' qualifications will be verified at time of Bid Opening.

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submisssion date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

The City of Newton will award the contract to the lowest eligible and responsible bidder. Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid.

Anticipated start date is April 1, 2014. Time for completion is one hundred sixty (160) calendar days from the Notice To Proceed. This work is to be performed in conjunction with a separately issued Reclamation and/or Cold Planing program.

All bids are subject to the provisions of M.G.L. c. 30, §39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. c.149, §26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addtion, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total. Wages are paid to drivers for all "**on-site**" work.

The costs of any bond and any insurance required in this Invitation For Bid are the responsibility of the bidder; such costs will not be reimbursed by City and should be included in your bid.

Once you've downloaded this bid from the internet website (**www.newtonma.gov/bids**) I strongly suggest you email (purchasing@newtonma.gov) your company's Name, address, EMAIL, phone, fax AND the INVITATION FOR BID NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addendums.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer

February 20, 2014

CITY OF NEWTON

DEPARTMENT OF PURCHASING

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:

1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specification (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.

2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.

1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.

2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received by **Friday, February 28, 2014** at 12:00 noon.

2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.

2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.

2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at **www.newtonma.gov/bids**.

2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.

2.7 Bidders downloading information off the internet web site are soley responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-87**.

ARTICLE 3 - MBE PARTICIPATION

3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of $10,000.00.

3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of $50,000.00.

3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: **www.newtonma.gov/purchasing**.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.

4.2 All entries on the Bid Form shall be made by typewriter or in ink.

4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Bid advised that to the extent permitted by law the City will retain all bid deposits for withdrawn bids.**

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City/Contractor agreement.

4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

* GENERAL BID FOR: **#14-87**
* NAME OF PROJECT: **Supply, Deliver & Place 1-1/2" Bituminous Concrete Overlay**
* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.

4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.

4.8 Bids shall be submitted with one original and one copy**.** Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construcion sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.

1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disquality you from bidding on public contracts.

4.9 PRICE ADJUSTMENT CLAUSES CHAPTER 90 FUNDS

It is the intention of the City to include price adjustments in the award of this Contract. These price adjustments shall be for 1) Fuel 2) Liquid Asphalt and/or for 3) Portland Cement when such commodities have been determined to be integral components of the work.

For those commodities designated to be paid as a 'differential' items then the special provision shall provide for a price adjustment formula for the affected items. This adjustment shall be based on the difference between the **Base Price** and the **Period Price** which shall be evaluated on a **monthly** basis, but price adjustments shall only be made if the monthly cost change exceeds **+/- 5 per cent.** Subsequently each respective price adjustment shall be made as specified under each applicable and separate payment item.

IMPORTANT NOTE: Depending on the prevailing market trends at the time of payment these price adjustments may provide for additional compensation to the Contractor, or they may otherwise result in a repayment to the City. The increase or a decrease in the value of the commodity, during the applicable payment period in which the goods and/or services were rendered, shall be the determinant factor.

The City will refer to the Massachusetts Highway Department price adjustment tables as included in this bid package to establish the base price and will be used for the actual period price.

Price Adjustment Clauses – *to apply as follows:*

- **Diesel and Gasoline –** The Base Price, and the Period Price of fuel, shall be the derived average cost of Diesel Fuel and Gasoline Fuel combined for each applicable payment period**.** Fuel adjustments shall apply to all work in the contract. The Contractor, at their own election, may either choose to bid their fuel costs separately, or he may otherwise elect to incorporate their fuel costs into separate payment items. In any event the Contractor's final bid prices shall include the fuel costs for all goods & services rendered under this contract.

No price adjustment will be allowed beyond the completion date of the contract unless there is an approved extension of time by the City.

ARTICLE 5 - ALTERNATES

5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.

5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.

5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.

5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

7.1 The City is soliciting prices for the items set forth in the Building and Related Supplies Annual Bid Item Sheets attached hereto. It is the City's intent to award separate contracts for each item to the lowest, responsive and responsible bidder for such item. Accordingly, the City may award one (1) contract, or as many contracts as there are bidders. Contracts will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

7.2 The City of Newton reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.

7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.

7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.

8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

9.1 The City has used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.

9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #14-87

A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SUPPLY, DELIVER & PLACE
1 ½" BITUMINOUS CONCRETE OVERLAY
AT VARIOUS LOCATIONS

(See street listing @ Item Sheet /Page 1&2)

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

B. This bid includes addenda number(s) _____, _____, _____, _____,

C. The Contractor shall insert prices for each item in ink, in both words and figures.

_____Dollars and $_____

(*Contract price shall equal the Total Bid Price at of the attached Item Sheets, p. 85below)*

COMPANY NAME: _____

D. The undersigned has completed and submits herewith the following documents:

- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Signed Bid Form, 2 pages
- Item Sheets, 7 pages
- A five percent (5%) bid deposit

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____%_____Days
Prompt Payment Discount_____%_____ Days
Prompt Payment Discount _____%_____Days

F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid **and furnish a labor and materials payment bond** of a surety company qualified to do business under the laws of the

commonwealth and satisfactory to the City of Newton in the **sum of 50% of the contract price**, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

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

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

Date _____

_____
(Name of General Bidder)

BY: _____

_____
(Printed Name and Title of Signatory)

_____
(Business Address)

_____
(City, State Zip)

_____ / _____
(Telephone) (FAX)

_____
(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

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

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3 INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____

4. IS YOUR BUSINESS A **MBE**? _____YES _____NO **WBE**? _____YES _____NO or **MWBE**? _____YES _____NO

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

_____
_____
_____
_____
_____

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

_____
_____

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

_____
_____

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

_____
_____
_____
_____
_____
_____
_____

* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: ____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

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

_____
(Signature of individual)

_____
Name of Business

City of Newton

Mayor
Setti D. Warren

Purchasing Department
Nicholas Read ⊛ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #14-87

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____ (Name)
_____ (Company)
_ _____ (Address)
_____ (Address)
PHONE _____ FAX _____
EMAIL _____

_____Signature

_____Date

.

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

X Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶** Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C -

THIS AGREEMENT made this ___ day of _____ in the year Two Thousand and Fourteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

ARTICLE 1. **STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

SUPPLY, DELIVER & PLACE 1 ½" BITUMINOUS CONCRETE OVERLAY AT VARIOUS LOCATIONS

ARTICLE 2. **TIME OF COMPLETION.** The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual. Time is of the essence with regard to this contract. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

ARTICLE 3. **THE CONTRACT PRICE.** The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds a sum not to exceed:

($)

ARTICLE 4. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

a. This CITY-CONTRACTOR Agreement;

b. The City's Invitation For Bid # #14-87 issued by the Purchasing Department;

c. The Project Manual for: **Supply, Deliver & Place 1 ½" Bituminous Concrete Overlay at Various Locations** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;

d. Addenda Number(s)_____;

e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;

f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;

g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

ARTICLE 5. **ALTERNATES.** The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: _____

ARTICLE 6. **APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By_____
Print Name _____
Title _____
Date_____

Affix Corporate Seal Here

City funds are available in the following account numbers:
33N401G-586002 - _____

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders

By_____
Comptroller of Accounts

Date_____

CITY OF NEWTON

By_____
Chief Procurement Officer

Date_____

By _____
Commissioner of Public Works

Date _____

Approved as to Legal Form and Character

By_____
Associate City Solicitor

Date _____

CONTRACT & BONDS ARE APPROVED

By_____
Mayor or his designee

Date_____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

_____
**Signature of Individual
or Corporate Contractor (Mandatory)

_____
*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name:_____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____dollars **($_____)** to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____ _, 2014 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ___day of____, 2014.

PRINCIPAL	SURETY
_____	_____
BY_____	BY _____
(SEAL)	(ATTORNEY-IN-FACT) (SEAL)
_____ (Title)	
ATTEST: _____	ATTEST: _____

CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.

2. Prices quoted must include delivery to the City , as specified on the Work Order.

3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.

4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.

5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.

6. The sucessful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Sellor.

7. The Contractor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.

8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.

9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.

10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).

If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cahsier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so eill lead to rejection of bid. The bid surety will be returned to the sucessful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s).
The bid surety covers the City for damages when a bidder withdraws its bid after the bid submisssion date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

11. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.

12. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.

13. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30,

Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

14. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

15. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for $2.00 plus $.65 postage.

17. INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION	
Worker's Compensation:	Per M.G.L. c.. l49, s. 34 and c.. l52 as amended.
COMMERCIAL GENERAL LIABILITY	
Personal Injury	$500,000 each occurrence $1,000,000 aggregate
Property Damage	$500,000 each occurrence $1,000,000 aggregate
VEHICLE LIABILITY	
Personal Injury	$500,000 each person $1,000,000 aggregate
Property Damage	$300,000 each occurrence $500,000 aggregate

The City shall be named as additional insuredon the Contractor's Liability Policies.
The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.

B. Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.

B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.

C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.

D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.

E. The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B. The Contractor is obiligated to provide such records to the City directly on a weekly basis. The City may assess a penalty of $100 for each day beyond the required submission date that such records are received, which amount shall be deducted from any amounts to the Contractor from the City. In the event of chronic late submissions, the City shall report the same to the Office of the Attorney General.

F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.

G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION

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

Prevailing Wage Rates

DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #14-87 **City/Town:** NEWTON
Description of Work: Supply, Deliver and Place 1-1/2" Bituminous Concrete Overlay

Job Location: Various Locations

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Issue Date: 02/12/2014 **Wage Request Number:** 20140212-037

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2013	$32.05	$9.41	$8.80	$0.00	$50.26
	06/01/2014	$32.40	$9.41	$8.80	$0.00	$50.61
	08/01/2014	$32.40	$9.91	$8.80	$0.00	$51.11
	12/01/2014	$32.40	$9.91	$9.33	$0.00	$51.64
	06/01/2015	$32.75	$9.91	$9.33	$0.00	$51.99
	08/01/2015	$32.75	$10.41	$9.33	$0.00	$52.49
	12/01/2015	$32.75	$10.41	$10.08	$0.00	$53.24
	06/01/2016	$33.25	$10.41	$10.08	$0.00	$53.74
	08/01/2016	$33.25	$10.91	$10.08	$0.00	$54.24
	12/01/2016	$33.25	$10.91	$10.89	$0.00	$55.05
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2013	$32.12	$9.41	$8.80	$0.00	$50.33
	06/01/2014	$32.47	$9.41	$8.80	$0.00	$50.68
	08/01/2014	$32.47	$9.91	$8.80	$0.00	$51.18
	12/01/2014	$32.47	$9.91	$9.33	$0.00	$51.71
	06/01/2015	$32.82	$9.91	$9.33	$0.00	$52.06
	08/01/2015	$32.82	$10.41	$9.33	$0.00	$52.56
	12/01/2015	$32.82	$10.41	$10.08	$0.00	$53.31
	06/01/2016	$33.32	$10.41	$10.08	$0.00	$53.81
	08/01/2016	$33.32	$10.91	$10.08	$0.00	$54.31
	12/01/2016	$33.32	$10.91	$10.89	$0.00	$55.12
(4 & 5 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2013	$32.24	$9.41	$8.80	$0.00	$50.45
	06/01/2014	$32.59	$9.41	$8.80	$0.00	$50.80
	08/01/2014	$32.59	$9.91	$8.80	$0.00	$51.30
	12/01/2014	$32.59	$9.91	$9.33	$0.00	$51.83
	06/01/2015	$32.94	$9.91	$9.33	$0.00	$52.18
	08/01/2015	$32.94	$10.41	$9.33	$0.00	$52.68
	12/01/2015	$32.94	$10.41	$10.08	$0.00	$53.43
	06/01/2016	$33.44	$10.41	$10.08	$0.00	$53.93
	08/01/2016	$33.44	$10.91	$10.08	$0.00	$54.43
	12/01/2016	$33.44	$10.91	$10.89	$0.00	$55.24
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$84.21	$9.80	$18.17	$0.00	$112.18
	08/01/2014	$87.36	$9.80	$18.17	$0.00	$115.33
	08/01/2015	$90.51	$9.80	$18.17	$0.00	$118.48
AIR TRACK OPERATOR *LABORERS - ZONE 1*	12/01/2013	$34.10	$7.30	$12.70	$0.00	$54.10
	06/01/2014	$34.85	$7.30	$12.70	$0.00	$54.85
	12/01/2014	$35.60	$7.30	$12.70	$0.00	$55.60
	06/01/2015	$36.35	$7.30	$12.70	$0.00	$56.35
	12/01/2015	$37.10	$7.30	$12.70	$0.00	$57.10
	06/01/2016	$37.85	$7.30	$12.70	$0.00	$57.85
	12/01/2016	$38.85	$7.30	$12.70	$0.00	$58.85

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	12/01/2013	$30.68	$10.40	$5.95	$0.00	$47.03
	06/01/2014	$31.58	$10.40	$5.95	$0.00	$47.93
	12/01/2014	$32.48	$10.40	$5.95	$0.00	$48.83
	06/01/2015	$33.43	$10.40	$5.95	$0.00	$49.78
	12/01/2015	$34.38	$10.40	$5.95	$0.00	$50.73
ASPHALT RAKER *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.49	$10.00	$14.18	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.49	$10.00	$14.18	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 1*	12/01/2013	$34.10	$7.30	$12.70	$0.00	$54.10
	06/01/2014	$34.85	$7.30	$12.70	$0.00	$54.85
	12/01/2014	$35.60	$7.30	$12.70	$0.00	$55.60
	06/01/2015	$36.35	$7.30	$12.70	$0.00	$56.35
	12/01/2015	$37.10	$7.30	$12.70	$0.00	$57.10
	06/01/2016	$37.85	$7.30	$12.70	$0.00	$57.85
	12/01/2016	$38.85	$7.30	$12.70	$0.00	$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER *BOILERMAKERS LOCAL 29*	01/01/2010	$37.70	$6.97	$11.18	$0.00	$55.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *BOILERMAKER - Local 29*
Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	$24.51	$6.97	$11.18	$0.00	$42.66
2	65	$24.51	$6.97	$11.18	$0.00	$42.66
3	70	$26.39	$6.97	$11.18	$0.00	$44.54
4	75	$28.28	$6.97	$11.18	$0.00	$46.43
5	80	$30.16	$6.97	$11.18	$0.00	$48.31
6	85	$32.05	$6.97	$11.18	$0.00	$50.20
7	90	$33.93	$6.97	$11.18	$0.00	$52.08
8	95	$35.82	$6.97	$11.18	$0.00	$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (NEWTON)*	02/01/2014	$48.06	$10.18	$18.15	$0.00	$76.39
	08/01/2014	$48.96	$10.18	$18.22	$0.00	$77.36
	02/01/2015	$49.52	$10.18	$18.22	$0.00	$77.92
	08/01/2015	$50.42	$10.18	$18.29	$0.00	$78.89
	02/01/2016	$50.99	$10.18	$18.29	$0.00	$79.46
	08/01/2016	$51.89	$10.18	$18.37	$0.00	$80.44
	02/01/2017	$52.46	$10.18	$18.37	$0.00	$81.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *BRICK/PLASTER/CEMENT MASON - Local 3 Newton*

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.03	$10.18	$18.15	$0.00	$52.36
2	60	$28.84	$10.18	$18.15	$0.00	$57.17
3	70	$33.64	$10.18	$18.15	$0.00	$61.97
4	80	$38.45	$10.18	$18.15	$0.00	$66.78
5	90	$43.25	$10.18	$18.15	$0.00	$71.58

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.48	$10.18	$18.22	$0.00	$52.88
2	60	$29.38	$10.18	$18.22	$0.00	$57.78
3	70	$34.27	$10.18	$18.22	$0.00	$62.67
4	80	$39.17	$10.18	$18.22	$0.00	$67.57
5	90	$44.06	$10.18	$18.22	$0.00	$72.46

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.11	$10.00	$14.18	$0.00	$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2013	$34.45	$7.30	$12.90	$0.00	$54.65
	06/01/2014	$35.20	$7.30	$12.90	$0.00	$55.40
	12/01/2014	$35.95	$7.30	$12.90	$0.00	$56.15
	06/01/2015	$36.70	$7.30	$12.90	$0.00	$56.90
	12/01/2015	$37.45	$7.30	$12.90	$0.00	$57.65
	06/01/2016	$38.20	$7.30	$12.90	$0.00	$58.40
	12/01/2016	$39.20	$7.30	$12.90	$0.00	$59.40

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2013	$33.30	$7.30	$12.90	$0.00	$53.50
	06/01/2014	$34.05	$7.30	$12.90	$0.00	$54.25
	12/01/2014	$34.80	$7.30	$12.90	$0.00	$55.00
	06/01/2015	$35.55	$7.30	$12.90	$0.00	$55.75
	12/01/2015	$36.30	$7.30	$12.90	$0.00	$56.50
	06/01/2016	$37.05	$7.30	$12.90	$0.00	$57.25
	12/01/2016	$38.05	$7.30	$12.90	$0.00	$58.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2013	$33.30	$7.30	$12.90	$0.00	$53.50
	06/01/2014	$34.05	$7.30	$12.90	$0.00	$54.25
	12/01/2014	$34.80	$7.30	$12.90	$0.00	$55.00
	06/01/2015	$35.55	$7.30	$12.90	$0.00	$55.75
	12/01/2015	$36.30	$7.30	$12.90	$0.00	$56.50
	06/01/2016	$37.05	$7.30	$12.90	$0.00	$57.25
	12/01/2016	$38.05	$7.30	$12.90	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	09/01/2013	$34.53	$9.80	$15.61	$0.00	$59.94
	03/01/2014	$35.13	$9.80	$15.61	$0.00	$60.54
	09/01/2014	$35.90	$9.80	$15.61	$0.00	$61.31
	03/01/2015	$36.67	$9.80	$15.61	$0.00	$62.08

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CARPENTER - Zone 2 Eastern MA*

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.27	$9.80	$1.57	$0.00	$28.64
2	60	$20.72	$9.80	$1.57	$0.00	$32.09
3	70	$24.17	$9.80	$10.90	$0.00	$44.87
4	75	$25.90	$9.80	$10.90	$0.00	$46.60
5	80	$27.62	$9.80	$12.47	$0.00	$49.89
6	80	$27.62	$9.80	$12.47	$0.00	$49.89
7	90	$31.08	$9.80	$14.04	$0.00	$54.92
8	90	$31.08	$9.80	$14.04	$0.00	$54.92

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.57	$9.80	$1.57	$0.00	$28.94
2	60	$21.08	$9.80	$1.57	$0.00	$32.45
3	70	$24.59	$9.80	$10.90	$0.00	$45.29
4	75	$26.35	$9.80	$10.90	$0.00	$47.05
5	80	$28.10	$9.80	$12.47	$0.00	$50.37
6	80	$28.10	$9.80	$12.47	$0.00	$50.37
7	90	$31.62	$9.80	$14.04	$0.00	$55.46
8	90	$31.62	$9.80	$14.04	$0.00	$55.46

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (NEWTON)*	01/01/2014	$43.60	$10.90	$18.71	$1.30	$74.51
	07/01/2014	$43.77	$10.90	$18.71	$1.30	$74.68
	01/01/2015	$44.69	$10.90	$18.71	$1.30	$75.60
	07/01/2015	$45.29	$10.90	$18.71	$1.30	$76.20
	01/01/2016	$46.21	$10.90	$18.71	$1.30	$77.12

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)*

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.80	$10.90	$12.21	$1.30	$46.21
2	60	$26.16	$10.90	$13.71	$1.30	$52.07
3	65	$28.34	$10.90	$14.71	$1.30	$55.25
4	70	$30.52	$10.90	$15.71	$1.30	$58.43
5	75	$32.70	$10.90	$16.71	$1.30	$61.61
6	80	$34.88	$10.90	$17.71	$1.30	$64.79
7	90	$39.24	$10.90	$18.71	$1.30	$70.15

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.89	$10.90	$12.21	$1.30	$46.30
2	60	$26.26	$10.90	$13.71	$1.30	$52.17
3	65	$28.45	$10.90	$14.71	$1.30	$55.36
4	70	$30.64	$10.90	$15.71	$1.30	$58.55
5	75	$32.83	$10.90	$16.71	$1.30	$61.74
6	80	$35.02	$10.90	$17.71	$1.30	$64.93
7	90	$39.39	$10.90	$18.71	$1.30	$70.30

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$41.49	$10.00	$14.18	$0.00	$65.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$28.11	$10.00	$14.18	$0.00	$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2014	$45.91	$7.85	$16.10	$0.00	$69.86
	07/01/2014	$46.76	$7.85	$16.10	$0.00	$70.71
	01/01/2015	$47.66	$7.85	$16.10	$0.00	$71.61
	07/01/2015	$48.56	$7.85	$16.10	$0.00	$72.51
	01/01/2016	$49.51	$7.85	$16.10	$0.00	$73.46
	07/01/2016	$50.46	$7.85	$16.10	$0.00	$74.41
	01/01/2017	$51.41	$7.85	$16.10	$0.00	$75.36

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.96	$7.85	$0.00	$0.00	$30.81
2	55	$25.25	$7.85	$3.66	$0.00	$36.76
3	60	$27.55	$7.85	$3.99	$0.00	$39.39
4	65	$29.84	$7.85	$4.32	$0.00	$42.01
5	70	$32.14	$7.85	$14.11	$0.00	$54.10
6	75	$34.43	$7.85	$14.44	$0.00	$56.72
7	80	$36.73	$7.85	$14.77	$0.00	$59.35
8	90	$41.32	$7.85	$15.44	$0.00	$64.61

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.38	$7.85	$0.00	$0.00	$31.23
2	55	$25.72	$7.85	$3.66	$0.00	$37.23
3	60	$28.06	$7.85	$3.99	$0.00	$39.90
4	65	$30.39	$7.85	$4.32	$0.00	$42.56
5	70	$32.73	$7.85	$14.11	$0.00	$54.69
6	75	$35.07	$7.85	$14.44	$0.00	$57.36
7	80	$37.41	$7.85	$14.77	$0.00	$60.03
8	90	$42.08	$7.85	$15.44	$0.00	$65.37

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN *LABORERS - ZONE 1*	12/01/2013	$33.50	$7.30	$12.70	$0.00	$53.50
	06/01/2014	$34.25	$7.30	$12.70	$0.00	$54.25
	12/01/2014	$35.00	$7.30	$12.70	$0.00	$55.00
	06/01/2015	$35.75	$7.30	$12.70	$0.00	$55.75
	12/01/2015	$36.50	$7.30	$12.70	$0.00	$56.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR *LABORERS - ZONE 1*	12/01/2013	$34.50	$7.30	$12.70	$0.00	$54.50
	06/01/2014	$35.25	$7.30	$12.70	$0.00	$55.25
	12/01/2014	$36.00	$7.30	$12.70	$0.00	$56.00
	06/01/2015	$36.75	$7.30	$12.70	$0.00	$56.75
	12/01/2015	$37.50	$7.30	$12.70	$0.00	$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS *LABORERS - ZONE 1*	12/01/2013	$34.25	$7.30	$12.70	$0.00	$54.25
	06/01/2014	$35.00	$7.30	$12.70	$0.00	$55.00
	12/01/2014	$35.75	$7.30	$12.70	$0.00	$55.75
	06/01/2015	$36.50	$7.30	$12.70	$0.00	$56.50
	12/01/2015	$37.25	$7.30	$12.70	$0.00	$57.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER *LABORERS - ZONE 1*	12/01/2013	$34.50	$7.30	$12.70	$0.00	$54.50
	06/01/2014	$35.25	$7.30	$12.70	$0.00	$55.25
	12/01/2014	$36.00	$7.30	$12.70	$0.00	$56.00
	06/01/2015	$36.75	$7.30	$12.70	$0.00	$56.75
	12/01/2015	$37.50	$7.30	$12.70	$0.00	$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR *LABORERS - ZONE 1*	12/01/2013	$34.25	$7.30	$12.70	$0.00	$54.25
	06/01/2014	$35.00	$7.30	$12.70	$0.00	$55.00
	12/01/2014	$35.75	$7.30	$12.70	$0.00	$55.75
	06/01/2015	$36.50	$7.30	$12.70	$0.00	$56.50
	12/01/2015	$37.25	$7.30	$12.70	$0.00	$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER *LABORERS - ZONE 1*	12/01/2013	$33.50	$7.30	$12.70	$0.00	$53.50
	06/01/2014	$34.25	$7.30	$12.70	$0.00	$54.25
	12/01/2014	$35.00	$7.30	$12.70	$0.00	$55.00
	06/01/2015	$35.75	$7.30	$12.70	$0.00	$55.75
	12/01/2015	$36.50	$7.30	$12.70	$0.00	$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.11	$10.00	$14.18	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$56.14	$9.80	$18.17	$0.00	$84.11
	08/01/2014	$58.24	$9.80	$18.17	$0.00	$86.21
	08/01/2015	$60.34	$9.80	$18.17	$0.00	$88.31
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$40.10	$9.80	$18.17	$0.00	$68.07
	08/01/2014	$41.60	$9.80	$18.17	$0.00	$69.57
	08/01/2015	$43.10	$9.80	$18.17	$0.00	$71.07
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$60.15	$9.80	$18.17	$0.00	$88.12
	08/01/2014	$62.40	$9.80	$18.17	$0.00	$90.37
	08/01/2015	$64.65	$9.80	$18.17	$0.00	$92.62
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$84.21	$9.80	$18.17	$0.00	$112.18
	08/01/2014	$87.36	$9.80	$18.17	$0.00	$115.33
	08/01/2015	$90.51	$9.80	$18.17	$0.00	$118.48
DRAWBRIDGE OPERATOR (Construction) *ELECTRICIANS LOCAL 103*	09/01/2013	$43.96	$13.00	$14.42	$0.00	$71.38
	03/01/2014	$44.45	$13.00	$14.68	$0.00	$72.13
	09/01/2014	$45.12	$13.00	$14.70	$0.00	$72.82
	03/01/2015	$45.84	$13.00	$14.72	$0.00	$73.56
	09/01/2015	$46.80	$13.00	$14.75	$0.00	$74.55
	03/01/2016	$47.75	$13.00	$14.78	$0.00	$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN *ELECTRICIANS LOCAL 103*	09/01/2013	$43.96	$13.00	$14.42	$0.00	$71.38
	03/01/2014	$44.45	$13.00	$14.68	$0.00	$72.13
	09/01/2014	$45.12	$13.00	$14.70	$0.00	$72.82
	03/01/2015	$45.84	$13.00	$14.72	$0.00	$73.56
	09/01/2015	$46.80	$13.00	$14.75	$0.00	$74.55
	03/01/2016	$47.75	$13.00	$14.78	$0.00	$75.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.58	$13.00	$0.53	$0.00	$31.11
2	40	$17.58	$13.00	$0.53	$0.00	$31.11
3	45	$19.78	$13.00	$10.78	$0.00	$43.56
4	45	$19.78	$13.00	$10.78	$0.00	$43.56
5	50	$21.98	$13.00	$11.11	$0.00	$46.09
6	55	$24.18	$13.00	$11.45	$0.00	$48.63
7	60	$26.38	$13.00	$11.77	$0.00	$51.15
8	65	$28.57	$13.00	$12.11	$0.00	$53.68
9	70	$30.77	$13.00	$12.43	$0.00	$56.20
10	75	$32.97	$13.00	$12.77	$0.00	$58.74

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.78	$13.00	$0.53	$0.00	$31.31
2	40	$17.78	$13.00	$0.53	$0.00	$31.31
3	45	$20.00	$13.00	$11.04	$0.00	$44.04
4	45	$20.00	$13.00	$11.04	$0.00	$44.04
5	50	$22.23	$13.00	$11.37	$0.00	$46.60
6	55	$24.45	$13.00	$11.70	$0.00	$49.15
7	60	$26.67	$13.00	$12.03	$0.00	$51.70
8	65	$28.89	$13.00	$12.37	$0.00	$54.26
9	70	$31.12	$13.00	$12.69	$0.00	$56.81
10	75	$33.34	$13.00	$13.03	$0.00	$59.37

Notes: :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2012	$52.45	$8.78	$6.96	$0.00	$68.19

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4*
Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.23	$8.78	$0.00	$0.00	$35.01
2	55	$28.85	$8.78	$6.96	$0.00	$44.59
3	65	$34.09	$8.78	$6.96	$0.00	$49.83
4	70	$36.72	$8.78	$6.96	$0.00	$52.46
5	80	$41.96	$8.78	$6.96	$0.00	$57.70

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER *ELEVATOR CONSTRUCTORS LOCAL 4* For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"	01/01/2012	$38.59	$8.78	$6.96	$0.00	$54.33
FENCE & GUARD RAIL ERECTOR *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2013	$38.73	$10.00	$13.55	$0.00	$62.28
	05/01/2014	$39.50	$10.00	$13.55	$0.00	$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2013	$40.15	$10.00	$13.55	$0.00	$63.70
	05/01/2014	$40.92	$10.00	$13.55	$0.00	$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2013	$21.10	$10.00	$13.55	$0.00	$44.65
	05/01/2014	$21.55	$10.00	$13.55	$0.00	$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 103*	09/01/2013	$43.96	$13.00	$14.42	$0.00	$71.38
	03/01/2014	$44.45	$13.00	$14.68	$0.00	$72.13
	09/01/2014	$45.12	$13.00	$14.70	$0.00	$72.82
	03/01/2015	$45.84	$13.00	$14.72	$0.00	$73.56
	09/01/2015	$46.80	$13.00	$14.75	$0.00	$74.55
	03/01/2016	$47.75	$13.00	$14.78	$0.00	$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING *ELECTRICIANS LOCAL 103*	09/01/2013	$32.97	$13.00	$12.77	$0.00	$58.74
	03/01/2014	$33.44	$13.00	$13.03	$0.00	$59.47
	09/01/2014	$33.84	$13.00	$13.05	$0.00	$59.89
	03/01/2015	$34.38	$13.00	$13.06	$0.00	$60.44
	09/01/2015	$35.10	$13.00	$13.08	$0.00	$61.18
	03/01/2016	$35.81	$13.00	$13.10	$0.00	$61.91

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$33.76	$10.00	$14.18	$0.00	$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 1*	12/01/2013	$20.50	$7.30	$12.70	$0.00	$40.50
	06/01/2014	$20.50	$7.30	$12.70	$0.00	$40.50
	12/01/2014	$20.50	$7.30	$12.70	$0.00	$40.50
	06/01/2015	$20.50	$7.30	$12.70	$0.00	$40.50
	12/01/2015	$20.50	$7.30	$12.70	$0.00	$40.50
	06/01/2016	$20.50	$7.30	$12.70	$0.00	$40.50
	12/01/2016	$20.50	$7.30	$12.70	$0.00	$40.50
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE 1*	09/01/2013	$38.61	$9.80	$16.71	$0.00	$65.12
	03/01/2014	$38.61	$9.80	$16.71	$0.00	$65.12

Apprentice - *FLOORCOVERER - Local 2168 Zone 1*

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.31	$9.80	$1.79	$0.00	$30.90
2	55	$21.24	$9.80	$1.79	$0.00	$32.83
3	60	$23.17	$9.80	$11.34	$0.00	$44.31
4	65	$25.10	$9.80	$11.34	$0.00	$46.24
5	70	$27.03	$9.80	$13.13	$0.00	$49.96
6	75	$28.96	$9.80	$13.13	$0.00	$51.89
7	80	$30.89	$9.80	$14.92	$0.00	$55.61
8	85	$32.82	$9.80	$14.92	$0.00	$57.54

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.31	$9.80	$1.79	$0.00	$30.90
2	55	$21.24	$9.80	$1.79	$0.00	$32.83
3	60	$23.17	$9.80	$11.34	$0.00	$44.31
4	65	$25.10	$9.80	$11.34	$0.00	$46.24
5	70	$27.03	$9.80	$13.13	$0.00	$49.96
6	75	$28.96	$9.80	$13.13	$0.00	$51.89
7	80	$30.89	$9.80	$14.92	$0.00	$55.61
8	85	$32.82	$9.80	$14.92	$0.00	$57.54

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.49	$10.00	$14.18	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$28.11	$10.00	$14.18	$0.00	$52.29

Classification For apprentice rates see "Apprentice- OPERATING ENGINEERS"	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 35 (ZONE 2)*	01/01/2014	$35.41	$7.85	$16.10	$0.00	$59.36
	07/01/2014	$36.56	$7.85	$16.10	$0.00	$60.51
	01/01/2015	$37.16	$7.85	$16.10	$0.00	$61.11
	07/01/2015	$38.06	$7.85	$16.10	$0.00	$62.01
	01/01/2016	$39.01	$7.85	$16.10	$0.00	$62.96
	07/01/2016	$39.96	$7.85	$16.10	$0.00	$63.91
	01/01/2017	$40.91	$7.85	$16.10	$0.00	$64.86

Apprentice - *GLAZIER - Local 35 Zone 2*

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.71	$7.85	$0.00	$0.00	$25.56
2	55	$19.48	$7.85	$3.66	$0.00	$30.99
3	60	$21.25	$7.85	$3.99	$0.00	$33.09
4	65	$23.02	$7.85	$4.32	$0.00	$35.19
5	70	$24.79	$7.85	$14.11	$0.00	$46.75
6	75	$26.56	$7.85	$14.44	$0.00	$48.85
7	80	$28.33	$7.85	$14.77	$0.00	$50.95
8	90	$31.87	$7.85	$15.44	$0.00	$55.16

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.28	$7.85	$0.00	$0.00	$26.13
2	55	$20.11	$7.85	$3.66	$0.00	$31.62
3	60	$21.94	$7.85	$3.99	$0.00	$33.78
4	65	$23.76	$7.85	$4.32	$0.00	$35.93
5	70	$25.59	$7.85	$14.11	$0.00	$47.55
6	75	$27.42	$7.85	$14.44	$0.00	$49.71
7	80	$29.25	$7.85	$14.77	$0.00	$51.87
8	90	$32.90	$7.85	$15.44	$0.00	$56.19

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.49	$10.00	$14.18	$0.00	$64.67

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*
Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$22.27	$10.00	$0.00	$0.00	$32.27
2	60	$24.29	$10.00	$14.18	$0.00	$48.47
3	65	$26.32	$10.00	$14.18	$0.00	$50.50
4	70	$28.34	$10.00	$14.18	$0.00	$52.52
5	75	$30.37	$10.00	$14.18	$0.00	$54.55
6	80	$32.39	$10.00	$14.18	$0.00	$56.57
7	85	$34.42	$10.00	$14.18	$0.00	$58.60
8	90	$36.44	$10.00	$14.18	$0.00	$60.62

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2014	$42.76	$9.82	$19.74	$2.17	$74.49
	08/01/2014	$43.61	$9.82	$19.74	$2.17	$75.34
	02/01/2015	$44.51	$9.82	$19.74	$2.17	$76.24
	08/01/2015	$45.51	$9.82	$19.74	$2.17	$77.24
	02/01/2016	$46.51	$9.82	$19.74	$2.17	$78.24
	08/01/2016	$47.66	$9.82	$19.74	$2.17	$79.39
	02/01/2017	$48.76	$9.82	$19.74	$2.17	$80.49
	08/01/2017	$49.86	$9.82	$19.74	$2.17	$81.59
	02/01/2018	$51.01	$9.82	$19.74	$2.17	$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 103*	09/01/2013	$43.96	$13.00	$14.42	$0.00	$71.38
	03/01/2014	$44.45	$13.00	$14.68	$0.00	$72.13
	09/01/2014	$45.12	$13.00	$14.70	$0.00	$72.82
	03/01/2015	$45.84	$13.00	$14.72	$0.00	$73.56
	09/01/2015	$46.80	$13.00	$14.75	$0.00	$74.55
	03/01/2016	$47.75	$13.00	$14.78	$0.00	$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2014	$42.76	$9.82	$19.74	$2.17	$74.49
	08/01/2014	$43.61	$9.82	$19.74	$2.17	$75.34
	02/01/2015	$44.51	$9.82	$19.74	$2.17	$76.24
	08/01/2015	$45.51	$9.82	$19.74	$2.17	$77.24
	02/01/2016	$46.51	$9.82	$19.74	$2.17	$78.24
	08/01/2016	$47.66	$9.82	$19.74	$2.17	$79.39
	02/01/2017	$48.76	$9.82	$19.74	$2.17	$80.49
	08/01/2017	$49.86	$9.82	$19.74	$2.17	$81.59
	02/01/2018	$51.01	$9.82	$19.74	$2.17	$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) *PIPEFITTERS LOCAL 537*	03/01/2013	$49.34	$8.75	$14.39	$0.00	$72.48

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC *PIPEFITTERS LOCAL 537*	03/01/2013	$49.34	$8.75	$14.39	$0.00	$72.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS *LABORERS - ZONE 1*	12/01/2013	$34.10	$7.30	$12.70	$0.00	$54.10
	06/01/2014	$34.85	$7.30	$12.70	$0.00	$54.85
	12/01/2014	$35.60	$7.30	$12.70	$0.00	$55.60
	06/01/2015	$36.35	$7.30	$12.70	$0.00	$56.35
	12/01/2015	$37.10	$7.30	$12.70	$0.00	$57.10
	06/01/2016	$37.85	$7.30	$12.70	$0.00	$57.85
	12/01/2016	$38.85	$7.30	$12.70	$0.00	$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	09/01/2013	$42.11	$10.95	$12.10	$0.00	$65.16
	09/01/2014	$44.11	$10.95	$12.10	$0.00	$67.16

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

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.06	$10.95	$9.00	$0.00	$41.01
2	60	$25.27	$10.95	$9.62	$0.00	$45.84
3	70	$29.48	$10.95	$10.24	$0.00	$50.67
4	80	$33.69	$10.95	$10.86	$0.00	$55.50

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.06	$10.95	$9.00	$0.00	$42.01
2	60	$26.47	$10.95	$9.62	$0.00	$47.04
3	70	$30.88	$10.95	$10.24	$0.00	$52.07
4	80	$35.29	$10.95	$10.86	$0.00	$57.10

Notes:
Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER *IRONWORKERS LOCAL 7 (BOSTON AREA)*	09/16/2013	$40.85	$7.70	$18.60	$0.00	$67.15

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *IRONWORKER - Local 7 Boston*
Effective Date - 09/16/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$24.51	$7.70	$18.60	$0.00	$50.81
2	70	$28.60	$7.70	$18.60	$0.00	$54.90
3	75	$30.64	$7.70	$18.60	$0.00	$56.94
4	80	$32.68	$7.70	$18.60	$0.00	$58.98
5	85	$34.72	$7.70	$18.60	$0.00	$61.02
6	90	$36.77	$7.70	$18.60	$0.00	$63.07

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

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER *LABORERS - ZONE 1*	12/01/2013	$33.35	$7.30	$12.70	$0.00	$53.35
	06/01/2014	$34.10	$7.30	$12.70	$0.00	$54.10
	12/01/2014	$34.85	$7.30	$12.70	$0.00	$54.85
	06/01/2015	$35.60	$7.30	$12.70	$0.00	$55.60
	12/01/2015	$36.35	$7.30	$12.70	$0.00	$56.35
	06/01/2016	$37.10	$7.30	$12.70	$0.00	$57.10
	12/01/2016	$38.10	$7.30	$12.70	$0.00	$58.10

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER - Zone 1*

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$20.01	$7.30	$12.70	$0.00	$40.01
2	70	$23.35	$7.30	$12.70	$0.00	$43.35
3	80	$26.68	$7.30	$12.70	$0.00	$46.68
4	90	$30.02	$7.30	$12.70	$0.00	$50.02

Effective Date - 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$20.46	$7.30	$12.70	$0.00	$40.46
2	70	$23.87	$7.30	$12.70	$0.00	$43.87
3	80	$27.28	$7.30	$12.70	$0.00	$47.28
4	90	$30.69	$7.30	$12.70	$0.00	$50.69

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER *LABORERS - ZONE 1*	12/01/2013	$33.35	$7.30	$12.70	$0.00	$53.35
	06/01/2014	$34.10	$7.30	$12.70	$0.00	$54.10
	12/01/2014	$34.85	$7.30	$12.70	$0.00	$54.85
	06/01/2015	$35.60	$7.30	$12.70	$0.00	$55.60
	12/01/2015	$36.35	$7.30	$12.70	$0.00	$56.35
	06/01/2016	$37.10	$7.30	$12.70	$0.00	$57.10
	12/01/2016	$38.10	$7.30	$12.70	$0.00	$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 1*	12/01/2013	$33.35	$7.30	$12.70	$0.00	$53.35
	06/01/2014	$34.10	$7.30	$12.70	$0.00	$54.10
	12/01/2014	$34.85	$7.30	$12.70	$0.00	$54.85
	06/01/2015	$35.60	$7.30	$12.70	$0.00	$55.60
	12/01/2015	$36.35	$7.30	$12.70	$0.00	$56.35
	06/01/2016	$37.10	$7.30	$12.70	$0.00	$57.10
	12/01/2016	$38.10	$7.30	$12.70	$0.00	$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER *LABORERS - ZONE 1*	12/01/2013	$33.50	$7.30	$12.70	$0.00	$53.50
	06/01/2014	$34.25	$7.30	$12.70	$0.00	$54.25
	12/01/2014	$35.00	$7.30	$12.70	$0.00	$55.00
	06/01/2015	$35.75	$7.30	$12.70	$0.00	$55.75
	12/01/2015	$36.50	$7.30	$12.70	$0.00	$56.50
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER *LABORERS - ZONE 1*	12/01/2013	$33.35	$7.30	$12.70	$0.00	$53.35
	06/01/2014	$34.10	$7.30	$12.70	$0.00	$54.10
	12/01/2014	$34.85	$7.30	$12.70	$0.00	$54.85
	06/01/2015	$35.60	$7.30	$12.70	$0.00	$55.60
	12/01/2015	$36.35	$7.30	$12.70	$0.00	$56.35
	06/01/2016	$37.10	$7.30	$12.70	$0.00	$57.10
	12/01/2016	$38.10	$7.30	$12.70	$0.00	$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER *LABORERS - ZONE 1*	12/01/2013	$33.35	$7.30	$12.70	$0.00	$53.35
	06/01/2014	$34.10	$7.30	$12.70	$0.00	$54.10
	12/01/2014	$34.85	$7.30	$12.70	$0.00	$54.85
	06/01/2015	$35.60	$7.30	$12.70	$0.00	$55.60
	12/01/2015	$36.35	$7.30	$12.70	$0.00	$56.35
	06/01/2016	$37.10	$7.30	$12.70	$0.00	$57.10
	12/01/2016	$38.10	$7.30	$12.70	$0.00	$58.10
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2014	$36.66	$10.18	$16.83	$0.00	$63.67
	08/01/2014	$37.37	$10.18	$16.90	$0.00	$64.45
	02/01/2015	$37.82	$10.18	$16.90	$0.00	$64.90
	08/01/2015	$38.53	$10.18	$16.97	$0.00	$65.68
	02/01/2016	$38.98	$10.18	$16.97	$0.00	$66.13
	08/01/2016	$39.68	$10.18	$17.05	$0.00	$66.91
	02/01/2017	$40.14	$10.18	$17.05	$0.00	$67.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MARBLE & TILE FINISHER - Local 3 Marble & Tile*

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.33	$10.18	$16.83	$0.00	$45.34
2	60	$22.00	$10.18	$16.83	$0.00	$49.01
3	70	$25.66	$10.18	$16.83	$0.00	$52.67
4	80	$29.33	$10.18	$16.83	$0.00	$56.34
5	90	$32.99	$10.18	$16.83	$0.00	$60.00

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.69	$10.18	$16.90	$0.00	$45.77
2	60	$22.42	$10.18	$16.90	$0.00	$49.50
3	70	$26.16	$10.18	$16.90	$0.00	$53.24
4	80	$29.90	$10.18	$16.90	$0.00	$56.98
5	90	$33.63	$10.18	$16.90	$0.00	$60.71

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2014	$48.10	$10.18	$18.15	$0.00	$76.43
	08/01/2014	$49.00	$10.18	$18.22	$0.00	$77.40
	02/01/2015	$49.56	$10.18	$18.22	$0.00	$77.96
	08/01/2015	$50.46	$10.18	$18.29	$0.00	$78.93
	02/01/2016	$51.03	$10.18	$18.29	$0.00	$79.50
	08/01/2016	$51.93	$10.18	$18.37	$0.00	$80.48
	02/01/2017	$52.50	$10.18	$18.37	$0.00	$81.05

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.05	$10.18	$18.15	$0.00	$52.38
2	60	$28.86	$10.18	$18.15	$0.00	$57.19
3	70	$33.67	$10.18	$18.15	$0.00	$62.00
4	80	$38.48	$10.18	$18.15	$0.00	$66.81
5	90	$43.29	$10.18	$18.15	$0.00	$71.62

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.50	$10.18	$18.22	$0.00	$52.90
2	60	$29.40	$10.18	$18.22	$0.00	$57.80
3	70	$34.30	$10.18	$18.22	$0.00	$62.70
4	80	$39.20	$10.18	$18.22	$0.00	$67.60
5	90	$44.10	$10.18	$18.22	$0.00	$72.50

Notes:

Apprentice to Journeyworker Ratio: 1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.11	$10.00	$14.18	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.11	$10.00	$14.18	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) *MILLWRIGHTS LOCAL 1121 - Zone 1*	10/01/2013	$35.20	$9.80	$16.01	$0.00	$61.01
	04/01/2014	$35.98	$9.80	$16.01	$0.00	$61.79
	10/01/2014	$36.93	$9.80	$16.01	$0.00	$62.74
	04/01/2015	$37.89	$9.80	$16.01	$0.00	$63.70

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 1*

Effective Date - 10/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$19.36	$9.80	$4.40	$0.00	$33.56
2	65	$22.88	$9.80	$13.21	$0.00	$45.89
3	75	$26.40	$9.80	$14.01	$0.00	$50.21
4	85	$29.92	$9.80	$14.81	$0.00	$54.53

Effective Date - 04/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$19.79	$9.80	$4.40	$0.00	$33.99
2	65	$23.39	$9.80	$13.21	$0.00	$46.40
3	75	$26.99	$9.80	$14.01	$0.00	$50.80
4	85	$30.58	$9.80	$14.81	$0.00	$55.19

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$20.96	$10.00	$14.18	$0.00	$45.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$24.43	$10.00	$14.18	$0.00	$48.61
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.11	$10.00	$14.18	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2014	$45.91	$7.85	$16.10	$0.00	$69.86
	07/01/2014	$46.76	$7.85	$16.10	$0.00	$70.71
	01/01/2015	$47.66	$7.85	$16.10	$0.00	$71.61
	07/01/2015	$48.56	$7.85	$16.10	$0.00	$72.51
	01/01/2016	$49.51	$7.85	$16.10	$0.00	$73.46
	07/01/2016	$50.46	$7.85	$16.10	$0.00	$74.41
	01/01/2017	$51.41	$7.85	$16.10	$0.00	$75.36

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.96	$7.85	$0.00	$0.00	$30.81
2	55	$25.25	$7.85	$3.66	$0.00	$36.76
3	60	$27.55	$7.85	$3.99	$0.00	$39.39
4	65	$29.84	$7.85	$4.32	$0.00	$42.01
5	70	$32.14	$7.85	$14.11	$0.00	$54.10
6	75	$34.43	$7.85	$14.44	$0.00	$56.72
7	80	$36.73	$7.85	$14.77	$0.00	$59.35
8	90	$41.32	$7.85	$15.44	$0.00	$64.61

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.38	$7.85	$0.00	$0.00	$31.23
2	55	$25.72	$7.85	$3.66	$0.00	$37.23
3	60	$28.06	$7.85	$3.99	$0.00	$39.90
4	65	$30.39	$7.85	$4.32	$0.00	$42.56
5	70	$32.73	$7.85	$14.11	$0.00	$54.69
6	75	$35.07	$7.85	$14.44	$0.00	$57.36
7	80	$37.41	$7.85	$14.77	$0.00	$60.03
8	90	$42.08	$7.85	$15.44	$0.00	$65.37

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2014	$36.81	$7.85	$16.10	$0.00	$60.76
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*	07/01/2014	$37.66	$7.85	$16.10	$0.00	$61.61
	01/01/2015	$38.56	$7.85	$16.10	$0.00	$62.51
	07/01/2015	$39.46	$7.85	$16.10	$0.00	$63.41
	01/01/2016	$40.41	$7.85	$16.10	$0.00	$64.36
	07/01/2016	$41.36	$7.85	$16.10	$0.00	$65.31
	01/01/2017	$42.31	$7.85	$16.10	$0.00	$66.26

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.41	$7.85	$0.00	$0.00	$26.26
2	55	$20.25	$7.85	$3.66	$0.00	$31.76
3	60	$22.09	$7.85	$3.99	$0.00	$33.93
4	65	$23.93	$7.85	$4.32	$0.00	$36.10
5	70	$25.77	$7.85	$14.11	$0.00	$47.73
6	75	$27.61	$7.85	$14.44	$0.00	$49.90
7	80	$29.45	$7.85	$14.77	$0.00	$52.07
8	90	$33.13	$7.85	$15.44	$0.00	$56.42

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.83	$7.85	$0.00	$0.00	$26.68
2	55	$20.71	$7.85	$3.66	$0.00	$32.22
3	60	$22.60	$7.85	$3.99	$0.00	$34.44
4	65	$24.48	$7.85	$4.32	$0.00	$36.65
5	70	$26.36	$7.85	$14.11	$0.00	$48.32
6	75	$28.25	$7.85	$14.44	$0.00	$50.54
7	80	$30.13	$7.85	$14.77	$0.00	$52.75
8	90	$33.89	$7.85	$15.44	$0.00	$57.18

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2014	$34.87	$7.85	$16.10	$0.00	$58.82
	07/01/2014	$35.72	$7.85	$16.10	$0.00	$59.67
	01/01/2015	$36.62	$7.85	$16.10	$0.00	$60.57
	07/01/2015	$37.52	$7.85	$16.10	$0.00	$61.47
	01/01/2016	$38.47	$7.85	$16.10	$0.00	$62.42
	07/01/2016	$39.42	$7.85	$16.10	$0.00	$63.37
	01/01/2017	$40.37	$7.85	$16.10	$0.00	$64.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.44	$7.85	$0.00	$0.00	$25.29
2	55	$19.18	$7.85	$3.66	$0.00	$30.69
3	60	$20.92	$7.85	$3.99	$0.00	$32.76
4	65	$22.67	$7.85	$4.32	$0.00	$34.84
5	70	$24.41	$7.85	$14.11	$0.00	$46.37
6	75	$26.15	$7.85	$14.44	$0.00	$48.44
7	80	$27.90	$7.85	$14.77	$0.00	$50.52
8	90	$31.38	$7.85	$15.44	$0.00	$54.67

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.86	$7.85	$0.00	$0.00	$25.71
2	55	$19.65	$7.85	$3.66	$0.00	$31.16
3	60	$21.43	$7.85	$3.99	$0.00	$33.27
4	65	$23.22	$7.85	$4.32	$0.00	$35.39
5	70	$25.00	$7.85	$14.11	$0.00	$46.96
6	75	$26.79	$7.85	$14.44	$0.00	$49.08
7	80	$28.58	$7.85	$14.77	$0.00	$51.20
8	90	$32.15	$7.85	$15.44	$0.00	$55.44

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) *LABORERS - ZONE 1*	12/01/2013	$33.35	$7.30	$12.70	$0.00	$53.35
	06/01/2014	$34.10	$7.30	$12.70	$0.00	$54.10
	12/01/2014	$34.85	$7.30	$12.70	$0.00	$54.85
	06/01/2015	$35.60	$7.30	$12.70	$0.00	$55.60
	12/01/2015	$36.35	$7.30	$12.70	$0.00	$56.35
	06/01/2016	$37.10	$7.30	$12.70	$0.00	$57.10
	12/01/2016	$38.10	$7.30	$12.70	$0.00	$58.10

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*	01/01/2014	$35.41	$7.85	$16.10	$0.00	$59.36
	07/01/2014	$36.26	$7.85	$16.10	$0.00	$60.21
	01/01/2015	$37.16	$7.85	$16.10	$0.00	$61.11
	07/01/2015	$38.06	$7.85	$16.10	$0.00	$62.01
	01/01/2016	$39.01	$7.85	$16.10	$0.00	$62.96
	07/01/2016	$39.96	$7.85	$16.10	$0.00	$63.91
	01/01/2017	$40.91	$7.85	$16.10	$0.00	$64.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER - Local 35 Zone 2 - BRUSH NEW*

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.71	$7.85	$0.00	$0.00	$25.56
2	55	$19.48	$7.85	$3.66	$0.00	$30.99
3	60	$21.25	$7.85	$3.99	$0.00	$33.09
4	65	$23.02	$7.85	$4.32	$0.00	$35.19
5	70	$24.79	$7.85	$14.11	$0.00	$46.75
6	75	$26.56	$7.85	$14.44	$0.00	$48.85
7	80	$28.33	$7.85	$14.77	$0.00	$50.95
8	90	$31.87	$7.85	$15.44	$0.00	$55.16

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.13	$7.85	$0.00	$0.00	$25.98
2	55	$19.94	$7.85	$3.66	$0.00	$31.45
3	60	$21.76	$7.85	$3.99	$0.00	$33.60
4	65	$23.57	$7.85	$4.32	$0.00	$35.74
5	70	$25.38	$7.85	$14.11	$0.00	$47.34
6	75	$27.20	$7.85	$14.44	$0.00	$49.49
7	80	$29.01	$7.85	$14.77	$0.00	$51.63
8	90	$32.63	$7.85	$15.44	$0.00	$55.92

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2014	$33.47	$7.85	$16.10	$0.00	$57.42
	07/01/2014	$34.32	$7.85	$16.10	$0.00	$58.27
	01/01/2015	$35.22	$7.85	$16.10	$0.00	$59.17
	07/01/2015	$36.12	$7.85	$16.10	$0.00	$60.07
	01/01/2016	$37.07	$7.85	$16.10	$0.00	$61.02
	07/01/2016	$38.02	$7.85	$16.10	$0.00	$61.97
	01/01/2017	$38.97	$7.85	$16.10	$0.00	$62.92

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 2 - BRUSH REPAINT*

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$16.74	$7.85	$0.00	$0.00	$24.59
2	55	$18.41	$7.85	$3.66	$0.00	$29.92
3	60	$20.08	$7.85	$3.99	$0.00	$31.92
4	65	$21.76	$7.85	$4.32	$0.00	$33.93
5	70	$23.43	$7.85	$14.11	$0.00	$45.39
6	75	$25.10	$7.85	$14.44	$0.00	$47.39
7	80	$26.78	$7.85	$14.77	$0.00	$49.40
8	90	$30.12	$7.85	$15.44	$0.00	$53.41

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.16	$7.85	$0.00	$0.00	$25.01
2	55	$18.88	$7.85	$3.66	$0.00	$30.39
3	60	$20.59	$7.85	$3.99	$0.00	$32.43
4	65	$22.31	$7.85	$4.32	$0.00	$34.48
5	70	$24.02	$7.85	$14.11	$0.00	$45.98
6	75	$25.74	$7.85	$14.44	$0.00	$48.03
7	80	$27.46	$7.85	$14.77	$0.00	$50.08
8	90	$30.89	$7.85	$15.44	$0.00	$54.18

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2013	$31.88	$9.41	$8.80	$0.00	$50.09
	06/01/2014	$32.23	$9.41	$8.80	$0.00	$50.44
	08/01/2014	$32.23	$9.91	$8.80	$0.00	$50.94
	12/01/2014	$32.23	$9.91	$9.33	$0.00	$51.47
	06/01/2015	$32.58	$9.91	$9.33	$0.00	$51.82
	08/01/2015	$32.58	$10.41	$9.33	$0.00	$52.32
	12/01/2015	$32.58	$10.41	$10.08	$0.00	$53.07
	06/01/2016	$33.08	$10.41	$10.08	$0.00	$53.57
	08/01/2016	$33.08	$10.91	$10.08	$0.00	$54.07
	12/01/2016	$33.08	$10.91	$10.89	$0.00	$54.88
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$40.10	$9.80	$18.17	$0.00	$68.07
	08/01/2014	$41.60	$9.80	$18.17	$0.00	$69.57
	08/01/2015	$43.10	$9.80	$18.17	$0.00	$71.07
PILE DRIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$40.10	$9.80	$18.17	$0.00	$68.07
	08/01/2014	$41.60	$9.80	$18.17	$0.00	$69.57
	08/01/2015	$43.10	$9.80	$18.17	$0.00	$71.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 1*

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.05	$9.80	$18.17	$0.00	$48.02
2	60	$24.06	$9.80	$18.17	$0.00	$52.03
3	70	$28.07	$9.80	$18.17	$0.00	$56.04
4	75	$30.08	$9.80	$18.17	$0.00	$58.05
5	80	$32.08	$9.80	$18.17	$0.00	$60.05
6	80	$32.08	$9.80	$18.17	$0.00	$60.05
7	90	$36.09	$9.80	$18.17	$0.00	$64.06
8	90	$36.09	$9.80	$18.17	$0.00	$64.06

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.80	$9.80	$18.17	$0.00	$48.77
2	60	$24.96	$9.80	$18.17	$0.00	$52.93
3	70	$29.12	$9.80	$18.17	$0.00	$57.09
4	75	$31.20	$9.80	$18.17	$0.00	$59.17
5	80	$33.28	$9.80	$18.17	$0.00	$61.25
6	80	$33.28	$9.80	$18.17	$0.00	$61.25
7	90	$37.44	$9.80	$18.17	$0.00	$65.41
8	90	$37.44	$9.80	$18.17	$0.00	$65.41

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER *PIPEFITTERS LOCAL 537*	03/01/2013	$49.34	$8.75	$14.39	$0.00	$72.48

Apprentice - *PIPEFITTER - Local 537*

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$19.74	$8.75	$6.50	$0.00	$34.99
2	45	$22.20	$8.75	$14.39	$0.00	$45.34
3	60	$29.60	$8.75	$14.39	$0.00	$52.74
4	70	$34.54	$8.75	$14.39	$0.00	$57.68
5	80	$39.47	$8.75	$14.39	$0.00	$62.61

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS *PLUMBERS & GASFITTERS LOCAL 12*	09/01/2013	$49.06	$9.82	$14.04	$0.00	$72.92
	03/01/2014	$50.06	$9.82	$14.04	$0.00	$73.92
	09/01/2014	$51.06	$9.82	$14.04	$0.00	$74.92
	03/01/2015	$52.06	$9.82	$14.04	$0.00	$75.92
	09/01/2015	$53.06	$9.82	$14.04	$0.00	$76.92
	03/01/2016	$54.21	$9.82	$14.04	$0.00	$78.07
	09/01/2016	$55.26	$9.82	$14.04	$0.00	$79.12
	03/01/2017	$56.26	$9.82	$14.04	$0.00	$80.12

Apprentice - *PLUMBER/GASFITTER - Local 12*

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$17.17	$9.82	$5.26	$0.00	$32.25
2	40	$19.62	$9.82	$5.92	$0.00	$35.36
3	55	$26.98	$9.82	$7.95	$0.00	$44.75
4	65	$31.89	$9.82	$9.30	$0.00	$51.01
5	75	$36.80	$9.82	$10.65	$0.00	$57.27

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$17.52	$9.82	$5.26	$0.00	$32.60
2	40	$20.02	$9.82	$5.92	$0.00	$35.76
3	55	$27.53	$9.82	$7.95	$0.00	$45.30
4	65	$32.54	$9.82	$9.30	$0.00	$51.66
5	75	$37.55	$9.82	$10.65	$0.00	$58.02

Notes:
** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic$54.16 Step5 with lic$60.40

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) *PIPEFITTERS LOCAL 537*	03/01/2013	$49.34	$8.75	$14.39	$0.00	$72.48

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER *LABORERS - ZONE 1*	12/01/2013	$34.35	$7.30	$12.70	$0.00	$54.35
	06/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	12/01/2014	$35.85	$7.30	$12.70	$0.00	$55.85
	06/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	12/01/2015	$37.35	$7.30	$12.70	$0.00	$57.35
	06/01/2016	$38.10	$7.30	$12.70	$0.00	$58.10
	12/01/2016	$39.10	$7.30	$12.70	$0.00	$59.10
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.49	$10.00	$14.18	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.49	$10.00	$14.18	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$28.11	$10.00	$14.18	$0.00	$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 25b*	05/01/2011	$28.03	$7.75	$5.91	$0.00	$41.69
RECLAIMERS *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.11	$10.00	$14.18	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) *CARPENTERS -ZONE 2 (Residential Wood)*	04/01/2011	$24.24	$8.67	$15.51	$0.00	$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.*CARPENTERS -ZONE 2 (Residential Wood)*	05/01/2011	$24.24	$6.34	$6.23	$0.00	$36.81

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CARPENTER (Residential Wood Frame) - Zone 2*
Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$14.54	$6.34	$0.00	$0.00	$20.88
2	60	$14.54	$6.34	$6.23	$0.00	$27.11
3	65	$15.76	$6.34	$6.23	$0.00	$28.33
4	70	$16.97	$6.34	$6.23	$0.00	$29.54
5	75	$18.18	$6.34	$6.23	$0.00	$30.75
6	80	$19.39	$6.34	$6.23	$0.00	$31.96
7	85	$20.60	$6.34	$6.23	$0.00	$33.17
8	90	$21.82	$6.34	$6.23	$0.00	$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.11	$10.00	$14.18	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) *ROOFERS LOCAL 33*	02/01/2014	$39.21	$10.50	$10.70	$0.00	$60.41
	08/01/2014	$40.11	$10.50	$10.70	$0.00	$61.31
	02/01/2015	$41.01	$10.50	$10.70	$0.00	$62.21
	08/01/2015	$41.91	$10.50	$10.70	$0.00	$63.11
	02/01/2016	$42.81	$10.50	$10.70	$0.00	$64.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ROOFER - Local 33*

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.61	$10.50	$3.38	$0.00	$33.49
2	60	$23.53	$10.50	$10.70	$0.00	$44.73
3	65	$25.49	$10.50	$10.70	$0.00	$46.69
4	75	$29.41	$10.50	$10.70	$0.00	$50.61
5	85	$33.33	$10.50	$10.70	$0.00	$54.53

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.06	$10.50	$3.38	$0.00	$33.94
2	60	$24.07	$10.50	$10.70	$0.00	$45.27
3	65	$26.07	$10.50	$10.70	$0.00	$47.27
4	75	$30.08	$10.50	$10.70	$0.00	$51.28
5	85	$34.09	$10.50	$10.70	$0.00	$55.29

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE *ROOFERS LOCAL 33*	02/01/2014	$39.46	$10.50	$10.70	$0.00	$60.66
	08/01/2014	$40.36	$10.50	$10.70	$0.00	$61.56
	02/01/2015	$41.26	$10.50	$10.70	$0.00	$62.46
	08/01/2015	$42.16	$10.50	$10.70	$0.00	$63.36
	02/01/2016	$43.06	$10.50	$10.70	$0.00	$64.26
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2014	$42.76	$9.82	$19.74	$2.17	$74.49
	08/01/2014	$43.61	$9.82	$19.74	$2.17	$75.34
	02/01/2015	$44.51	$9.82	$19.74	$2.17	$76.24
	08/01/2015	$45.51	$9.82	$19.74	$2.17	$77.24
	02/01/2016	$46.51	$9.82	$19.74	$2.17	$78.24
	08/01/2016	$47.66	$9.82	$19.74	$2.17	$79.39
	02/01/2017	$48.76	$9.82	$19.74	$2.17	$80.49
	08/01/2017	$49.86	$9.82	$19.74	$2.17	$81.59
	02/01/2018	$51.01	$9.82	$19.74	$2.17	$82.74

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SHEET METAL WORKER - Local 17-A*

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.10	$9.82	$4.28	$0.00	$31.20
2	40	$17.10	$9.82	$4.28	$0.00	$31.20
3	45	$19.24	$9.82	$8.70	$1.13	$38.89
4	45	$19.24	$9.82	$8.70	$1.13	$38.89
5	50	$21.38	$9.82	$9.49	$1.22	$41.91
6	50	$21.38	$9.82	$9.74	$1.23	$42.17
7	60	$25.66	$9.82	$11.05	$1.40	$47.93
8	65	$27.79	$9.82	$11.84	$1.48	$50.93
9	75	$32.07	$9.82	$13.41	$1.66	$56.96
10	85	$36.35	$9.82	$14.48	$1.82	$62.47

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.44	$9.82	$4.28	$0.00	$31.54
2	40	$17.44	$9.82	$4.28	$0.00	$31.54
3	45	$19.62	$9.82	$8.70	$1.13	$39.27
4	45	$19.62	$9.82	$8.70	$1.13	$39.27
5	50	$21.81	$9.82	$9.49	$1.22	$42.34
6	50	$21.81	$9.82	$9.74	$1.23	$42.60
7	60	$26.17	$9.82	$11.05	$1.40	$48.44
8	65	$28.35	$9.82	$11.84	$1.48	$51.49
9	75	$32.71	$9.82	$13.41	$1.66	$57.60
10	85	$37.07	$9.82	$14.48	$1.82	$63.19

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR *PAINTERS LOCAL 35 - ZONE 2*	06/01/2013	$25.81	$7.07	$7.05	$0.00	$39.93

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SIGN ERECTOR - Local 35 Zone 2*
Effective Date - 06/01/2013

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

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2013	$32.34	$9.41	$8.80	$0.00	$50.55
	06/01/2014	$32.69	$9.41	$8.80	$0.00	$50.90
	08/01/2014	$32.69	$9.91	$8.80	$0.00	$51.40
	12/01/2014	$32.69	$9.91	$9.33	$0.00	$51.93
	06/01/2015	$33.04	$9.91	$9.33	$0.00	$52.28
	08/01/2015	$33.04	$10.41	$9.33	$0.00	$52.78
	12/01/2015	$33.04	$10.41	$10.08	$0.00	$53.53
	06/01/2016	$33.54	$10.41	$10.08	$0.00	$54.03
	08/01/2016	$33.54	$10.91	$10.08	$0.00	$54.53
	12/01/2016	$33.54	$10.91	$10.89	$0.00	$55.34
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2013	$32.63	$9.41	$8.80	$0.00	$50.84
	06/01/2014	$32.98	$9.41	$8.80	$0.00	$51.19
	08/01/2014	$32.98	$9.91	$8.80	$0.00	$51.69
	12/01/2014	$32.98	$9.91	$9.33	$0.00	$52.22
	06/01/2015	$33.33	$9.91	$9.33	$0.00	$52.57
	08/01/2015	$33.33	$10.41	$9.33	$0.00	$53.07
	12/01/2015	$33.33	$10.41	$10.08	$0.00	$53.82
	06/01/2016	$33.83	$10.41	$10.08	$0.00	$54.32
	08/01/2016	$33.83	$10.91	$10.08	$0.00	$54.82
	12/01/2016	$33.83	$10.91	$10.89	$0.00	$55.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER *SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1*	01/01/2014	$53.33	$8.42	$12.85	$0.00	$74.60
	03/01/2014	$54.58	$8.42	$12.85	$0.00	$75.85
	10/01/2014	$55.73	$8.42	$12.85	$0.00	$77.00
	01/01/2015	$55.73	$8.42	$13.00	$0.00	$77.15
	03/01/2015	$56.73	$8.42	$13.00	$0.00	$78.15
	10/01/2015	$57.88	$8.42	$13.00	$0.00	$79.30
	01/01/2016	$57.88	$8.67	$13.15	$0.00	$79.70
	03/01/2016	$58.88	$8.67	$13.15	$0.00	$80.70
	10/01/2016	$60.03	$8.67	$13.15	$0.00	$81.85
	03/01/2017	$61.03	$8.67	$13.15	$0.00	$82.85

Apprentice - *SPRINKLER FITTER - Local 550 (Section A) Zone 1*

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$18.67	$8.42	$8.25	$0.00	$35.34
2	40	$21.33	$8.42	$8.25	$0.00	$38.00
3	45	$24.00	$8.42	$8.25	$0.00	$40.67
4	50	$26.67	$8.42	$8.25	$0.00	$43.34
5	55	$29.33	$8.42	$8.25	$0.00	$46.00
6	60	$32.00	$8.42	$8.25	$0.00	$48.67
7	65	$34.66	$8.42	$8.25	$0.00	$51.33
8	70	$37.33	$8.42	$8.25	$0.00	$54.00
9	75	$40.00	$8.42	$8.25	$0.00	$56.67
10	80	$42.66	$8.42	$8.25	$0.00	$59.33

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.10	$8.42	$8.25	$0.00	$35.77
2	40	$21.83	$8.42	$8.25	$0.00	$38.50
3	45	$24.56	$8.42	$8.25	$0.00	$41.23
4	50	$27.29	$8.42	$8.25	$0.00	$43.96
5	55	$30.02	$8.42	$8.25	$0.00	$46.69
6	60	$32.75	$8.42	$8.25	$0.00	$49.42
7	65	$35.48	$8.42	$8.25	$0.00	$52.15
8	70	$38.21	$8.42	$8.25	$0.00	$54.88
9	75	$40.94	$8.42	$8.25	$0.00	$57.61
10	80	$43.66	$8.42	$8.25	$0.00	$60.33

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.11	$10.00	$14.18	$0.00	$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.11	$10.00	$14.18	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN *ELECTRICIANS LOCAL 103*	09/01/2013	$32.97	$13.00	$12.77	$0.00	$58.74
	03/01/2014	$33.44	$13.00	$13.03	$0.00	$59.47
	09/01/2014	$33.84	$13.00	$13.05	$0.00	$59.89
	03/01/2015	$34.38	$13.00	$13.06	$0.00	$60.44
	09/01/2015	$35.10	$13.00	$13.08	$0.00	$61.18
	03/01/2016	$35.81	$13.00	$13.10	$0.00	$61.91

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 103*

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$13.19	$13.00	$0.40	$0.00	$26.59
2	40	$13.19	$13.00	$0.40	$0.00	$26.59
3	45	$14.84	$13.00	$10.04	$0.00	$37.88
4	45	$14.84	$13.00	$10.04	$0.00	$37.88
5	50	$16.49	$13.00	$10.29	$0.00	$39.78
6	55	$18.13	$13.00	$10.53	$0.00	$41.66
7	60	$19.78	$13.00	$10.78	$0.00	$43.56
8	65	$21.43	$13.00	$11.03	$0.00	$45.46
9	70	$23.08	$13.00	$11.28	$0.00	$47.36
10	75	$24.73	$13.00	$11.53	$0.00	$49.26

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$13.38	$13.00	$0.40	$0.00	$26.78
2	40	$13.38	$13.00	$0.40	$0.00	$26.78
3	45	$15.05	$13.00	$10.29	$0.00	$38.34
4	45	$15.05	$13.00	$10.29	$0.00	$38.34
5	50	$16.72	$13.00	$10.54	$0.00	$40.26
6	55	$18.39	$13.00	$10.79	$0.00	$42.18
7	60	$20.06	$13.00	$11.04	$0.00	$44.10
8	65	$21.74	$13.00	$11.29	$0.00	$46.03
9	70	$23.41	$13.00	$11.54	$0.00	$47.95
10	75	$25.08	$13.00	$11.79	$0.00	$49.87

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2014	$47.00	$10.18	$18.15	$0.00	$75.33
	08/01/2014	$47.90	$10.18	$18.22	$0.00	$76.30
	02/01/2015	$48.46	$10.18	$18.22	$0.00	$76.86
	08/01/2015	$49.36	$10.18	$18.29	$0.00	$77.83
	02/01/2016	$49.93	$10.18	$18.29	$0.00	$78.40
	08/01/2016	$50.83	$10.18	$18.37	$0.00	$79.38
	02/01/2017	$51.40	$10.18	$18.37	$0.00	$79.95

Apprentice - *TERRAZZO FINISHER - Local 3 Marble & Tile*

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.50	$10.18	$18.15	$0.00	$51.83
2	60	$28.20	$10.18	$18.15	$0.00	$56.53
3	70	$32.90	$10.18	$18.15	$0.00	$61.23
4	80	$37.60	$10.18	$18.15	$0.00	$65.93
5	90	$42.30	$10.18	$18.15	$0.00	$70.63

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.95	$10.18	$18.22	$0.00	$52.35
2	60	$28.74	$10.18	$18.22	$0.00	$57.14
3	70	$33.53	$10.18	$18.22	$0.00	$61.93
4	80	$38.32	$10.18	$18.22	$0.00	$66.72
5	90	$43.11	$10.18	$18.22	$0.00	$71.51

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE*	12/01/2013	$34.70	$7.30	$12.90	$0.00	$54.90
	06/01/2014	$35.45	$7.30	$12.90	$0.00	$55.65
	12/01/2014	$36.20	$7.30	$12.90	$0.00	$56.40
	06/01/2015	$36.95	$7.30	$12.90	$0.00	$57.15
	12/01/2015	$37.70	$7.30	$12.90	$0.00	$57.90
	06/01/2016	$38.45	$7.30	$12.90	$0.00	$58.65
	12/01/2016	$39.45	$7.30	$12.90	$0.00	$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE*	12/01/2013	$33.42	$7.30	$12.90	$0.00	$53.62
	06/01/2014	$34.17	$7.30	$12.90	$0.00	$54.37
	12/01/2014	$34.92	$7.30	$12.90	$0.00	$55.12
	06/01/2015	$35.67	$7.30	$12.90	$0.00	$55.87
	12/01/2015	$36.42	$7.30	$12.90	$0.00	$56.62
	06/01/2016	$37.17	$7.30	$12.90	$0.00	$57.37
	12/01/2016	$38.17	$7.30	$12.90	$0.00	$58.37
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2013	$33.30	$7.30	$12.90	$0.00	$53.50
	06/01/2014	$34.05	$7.30	$12.90	$0.00	$54.25
	12/01/2014	$34.80	$7.30	$12.90	$0.00	$55.00
	06/01/2015	$35.55	$7.30	$12.90	$0.00	$55.75
	12/01/2015	$36.30	$7.30	$12.90	$0.00	$56.50
	06/01/2016	$37.05	$7.30	$12.90	$0.00	$57.25
	12/01/2016	$38.05	$7.30	$12.90	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.11	$10.00	$14.18	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2013	$32.92	$9.41	$8.80	$0.00	$51.13
	06/01/2014	$33.27	$9.41	$8.80	$0.00	$51.48
	08/01/2014	$33.27	$9.91	$8.80	$0.00	$51.98
	12/01/2014	$33.27	$9.91	$9.33	$0.00	$52.51
	06/01/2015	$33.62	$9.91	$9.33	$0.00	$52.86
	08/01/2015	$33.62	$10.41	$9.33	$0.00	$53.36
	12/01/2015	$33.62	$10.41	$10.08	$0.00	$54.11
	06/01/2016	$34.12	$10.41	$10.08	$0.00	$54.61
	08/01/2016	$34.12	$10.91	$10.08	$0.00	$55.11
	12/01/2016	$34.12	$10.91	$10.89	$0.00	$55.92
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	12/01/2013	$45.58	$7.30	$13.30	$0.00	$66.18
	06/01/2014	$46.33	$7.30	$13.30	$0.00	$66.93
	12/01/2014	$47.08	$7.30	$13.30	$0.00	$67.68
	06/01/2015	$47.83	$7.30	$13.30	$0.00	$68.43
	12/01/2015	$48.58	$7.30	$13.30	$0.00	$69.18
	06/01/2016	$49.33	$7.30	$13.30	$0.00	$69.93
	12/01/2016	$50.33	$7.30	$13.30	$0.00	$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)*	12/01/2013	$47.58	$7.30	$13.30	$0.00	$68.18
	06/01/2014	$48.33	$7.30	$13.30	$0.00	$68.93
	12/01/2014	$49.08	$7.30	$13.30	$0.00	$69.68
	06/01/2015	$49.83	$7.30	$13.30	$0.00	$70.43
	12/01/2015	$50.58	$7.30	$13.30	$0.00	$71.18
	06/01/2016	$51.33	$7.30	$13.30	$0.00	$71.93
	12/01/2016	$52.33	$7.30	$13.30	$0.00	$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)*	12/01/2013	$37.65	$7.30	$13.30	$0.00	$58.25
	06/01/2014	$38.40	$7.30	$13.30	$0.00	$59.00
	12/01/2014	$39.15	$7.30	$13.30	$0.00	$59.75
	06/01/2015	$39.90	$7.30	$13.30	$0.00	$60.50
	12/01/2015	$40.65	$7.30	$13.30	$0.00	$61.25
	06/01/2016	$41.40	$7.30	$13.30	$0.00	$62.00
	12/01/2016	$42.40	$7.30	$13.30	$0.00	$63.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	12/01/2013	$39.65	$7.30	$13.30	$0.00	$60.25
	06/01/2014	$40.40	$7.30	$13.30	$0.00	$61.00
	12/01/2014	$41.15	$7.30	$13.30	$0.00	$61.75
	06/01/2015	$41.90	$7.30	$13.30	$0.00	$62.50
	12/01/2015	$42.65	$7.30	$13.30	$0.00	$63.25
	06/01/2016	$43.40	$7.30	$13.30	$0.00	$64.00
	12/01/2016	$44.40	$7.30	$13.30	$0.00	$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2013	$32.34	$9.41	$8.80	$0.00	$50.55
	06/01/2014	$32.69	$9.41	$8.80	$0.00	$50.90
	08/01/2014	$32.69	$9.91	$8.80	$0.00	$51.40
	12/01/2014	$32.69	$9.91	$9.33	$0.00	$51.93
	06/01/2015	$33.04	$9.91	$9.33	$0.00	$52.28
	08/01/2015	$33.04	$10.41	$9.33	$0.00	$52.78
	12/01/2015	$33.04	$10.41	$10.08	$0.00	$53.53
	06/01/2016	$33.54	$10.41	$10.08	$0.00	$54.03
	08/01/2016	$33.54	$10.91	$10.08	$0.00	$54.53
	12/01/2016	$33.54	$10.91	$10.89	$0.00	$55.34
WAGON DRILL OPERATOR *LABORERS - ZONE 1*	12/01/2013	$33.60	$7.30	$12.70	$0.00	$53.60
	06/01/2014	$34.35	$7.30	$12.70	$0.00	$54.35
	12/01/2014	$35.10	$7.30	$12.70	$0.00	$55.10
	06/01/2015	$35.85	$7.30	$12.70	$0.00	$55.85
	12/01/2015	$36.60	$7.30	$12.70	$0.00	$56.60
	06/01/2016	$37.35	$7.30	$12.70	$0.00	$57.35
	12/01/2016	$38.35	$7.30	$12.70	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2013	$40.49	$10.00	$14.18	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER *PLUMBERS & GASFITTERS LOCAL 12*	09/01/2013	$49.06	$9.82	$14.04	$0.00	$72.92
	03/01/2014	$50.06	$9.82	$14.04	$0.00	$73.92
	09/01/2014	$51.06	$9.82	$14.04	$0.00	$74.92
	03/01/2015	$52.06	$9.82	$14.04	$0.00	$75.92
	09/01/2015	$53.06	$9.82	$14.04	$0.00	$76.92
	03/01/2016	$54.21	$9.82	$14.04	$0.00	$78.07
	09/01/2016	$55.26	$9.82	$14.04	$0.00	$79.12
	03/01/2017	$56.26	$9.82	$14.04	$0.00	$80.12
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Additional Apprentice Information:

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

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

All steps are six months (1000 hours) unless otherwise specified.

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
** Multiple ratios are listed in the comment field.
*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY
PREVAILING WAGE PROGRAM
www.mass.gov/dos/pw

NOTICE: TO AWARDING AUTHORITIES AND CONTRACTORS

ISSUED: SEPTEMBER 1, 2006

DRIVERS WHO HAUL BITUMINOUS CONCRETE (ASPHALT)

The Massachusetts Supreme Judicial Court recently affirmed that drivers who haul bituminous concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law only while on-site at the public construction project.

In Teamsters Joint Council No. 10 v. Department of Labor, et al., 447 Mass. 100 (2006), the SJC upheld a 2001 administrative decision limiting the applicability of prevailing wage rates to the time bituminous drivers spend at the public construction site. This most recent decision of the SJC followed a 1989 ruling that had upheld an earlier Department of Labor (and Industries') policy that had deemed this category of drivers to be "teamsters" under the Law and, therefore, entitled to prevailing wage rates. See Construction Industries of Massachusetts v. Commissioner of Labor and Industries, 406 Mass. 162 (1989). However, the earlier court case had left open the question of whether this entitled these bituminous drivers to prevailing wage rates for their over-the-road time as well as their on-site time. This most recent decision has now answered that question.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to bituminous drivers for all time spent at the public construction site.

DRIVERS WHO HAUL READY-MIX CONCRETE (CEMENT)

Drivers who haul ready-mix concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law while on-site at the public construction project. This applicability determination was established by a 2001 administrative decision of the Department of Labor's Division of Occupational Safety.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to ready-mix drivers for all time spent at the public construction site.

Please feel free to contact the Division of Occupational Safety at 617-626-6953 if you have any questions. Questions about enforcement of the Prevailing Wage Law may be directed to the Attorney General's Fair Labor and Business Practices Division at 617-727-3465

19 Staniford Street •• 2nd Floor •• Boston, Massachusetts 02114 •• Tel: 617-626-6953 •• Fax: 617-626-6944
Printed on Recycled Paper

The Massachusetts Prevailing Wage Law
M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE

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

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

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

STATEMENT OF COMPLIANCE

_____, 2014

I,_____,_____
(Name of signatory party) (Title)
do hereby state:
That I pay or supervise the payment of the persons employed by
_____ on the _____
(Contractor, subcontractor or public body) (Building or project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

WEEKLY PAYROLL REPORT FORM

Company Name:

Project Name:

Awarding Auth.:

Work Week Ending:

Prime Contractor

Subcontractor
List Prime Contractor:

Employer Signature:

Print Name & Title:

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

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

CITY OF NEWTON

SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT

FOR PUBLIC WORKS CONSTRUCTION

A. SUMMARY OF WORK

1.

Work under this contract is for furnishing, delivering and placing machine applied tack coat and approximately nine thousand eight hundred (9,800) tons * of 1 1/2" thick bituminous concrete Type I-1 overlay top mix to previously cold-planed roadway surfaces located throughout the City of Newton. Leveling courses may be required in certain cases prior to the application of the overlay. The work may also require the installation of approximately two thousand (2,000) linear feet of monolithic curb on selected roadways.

* **Notice #1:** The quantities represented in this Invitation For Bid are dependent on Mass D.O.T. Chapter 90 funding. These monies are traditionally allotted, and subsequently apportioned by the City of Newton, on or about April 1 of each calendar year. Therefore the quantities listed in this Invitation For Bid may be revised at the time of the bid award.

* **Notice #2:** The work under this contract is to be performed in conjunction with a separately issued cold-planing contract and an in-house DPW site preparation program, therefore the scheduling of this work shall be at the discretion of the Engineer. The intent is to ensure that the work under this contract is performed immediately after the aforementioned cold-planing process. **The successful bidder must be ready, willing and able to accommodate the City of Newton in the scheduling and/or coordination of this work.**

2. All other work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

B. In addition the work under the contract includes:

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.

2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.

3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.

4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.

B. The time for substantial completion pursuant to **Article 2** of the **Contract** shall:

NOTICE: * TIME IS OF THE ESSENCE *

Within five (5) business days of the Notice Of Award the Contractor shall submit to the Purchasing Department:

- **A signed contract.**
- **A Certificate of Insurance (naming the City as an additional insured)**
- **A Labor and Materials Payment Bond in the amount of 50% of the contract total.**

Anticipated start date is April 1, 2014. Time for completion is one hundred sixty (160) calendar days from the Notice To Proceed. This work is to be performed in conjunction with a separately issued Cold Planing contract. The successful bidder must be ready, willing and able to accommodate the City of Newton in the scheduling of this work.

Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in **Article 6A** of the **General Conditions** for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

III. INSURANCE REQUIREMENTS

A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.

B. The City shall be named as an additional insured on such policy.

C. The amounts of such insurance shall be as follows:

1. Workmen's Compensation Insurance as required by Massachusetts General Law.

2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than $500,000.00 for each occurrence, and not less than $1,000,000.00 aggregate; b.) Property Damage in an amount not less than $250,000.00 each occurrence, and not less than $500,000.00 aggregate.

3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than $500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000.00 on account of one accident.

4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than $300,000.00 on account of one accident, and in an amount of not less than $500,000.00 on account of all accidents.

5. General Liability Insurance shall include Contractual Liability Insurance.

D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.

E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, 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 cased in part by a party indemnified hereunder.

END OF SECTION

CITY OF NEWTON

GENERAL CONDITIONS OF THE CONTRACT

FOR PUBLIC WORKS CONSTRUCTION

ARTICLE 1

(DELETED)

ARTICLE 2

Definitions

The word "Commissioner" shall mean the official duly authorized to act for the City of Newton in the execution of the work of this contract, acting directly or through properly authorized agents.

The word "Engineer," or "City Engineer," shall mean the City Engineer of the City of Newton, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

The word "Contractor" shall mean the party or parties contracting to perform the work covered by this contract or his, or their, legal representatives, successors or assigns.

The word "Plan" shall mean plans referred to and included in the Project Manual for this contract. The word "City" shall mean the City of Newton.

ARTICLE 3
Plans, Drawings, Profiles

1. The work shall be done in accordance with plans referred to in Article 1 and such further working and detail plans, drawings and profiles as may be furnished from time to time by the Engineer. All said plans, general and detail, are to be deemed a part of this contract, and the said plans, specifications and contract are to be considered together, so that any work mentioned in the contract, though not shown on the plans, and any work shown on the plans though not mentioned in the contract, is to be executed by the Contractor as a part of this contract. Figured dimensions are to prevail over scale. All things which in the opinion of the Engineer may fairly be inferred from the contract, plans and specifications, are to be executed by the Contractor as a part of the contract; and the Engineer shall be sole judge as to whether detail plans, drawings and profiles conform to the general plans and the contract.

Discrepancy in Plans

2. The Contractor shall carefully examine all said plans, profiles, drawings, specifications and orders; all figures, dimensions, lines, marks and scales thereof, and all directions of the Commissioner and the Engineer relating to the work, and conform to those in relation to which there is no doubt or discrepancy, but at once submit all cases of doubt or discrepancy to the Engineer for adjustment. Anything done on any part of the work for which special information or drawing should be procured, unless done in accordance with such information or drawing, or anything done in relation to which there is doubt or discrepancy, except in accordance with the adjustment thereof, or done in violation of law or public authority, is to be redone if the Commissioner shall so direct.

ARTICLE 4
Inspection

1. The Contractor in carrying on the contract shall conform to all determinations and directions of the Engineer relating to the proper interpretation of the plans, specifications, profiles or drawings, the fitness of persons employed on the work or the number thereof, or the suitableness, amount, quality, and value of anything done or any materials used, and the Contractor shall permit the Commissioner and the Engineer and persons designated by them to enter upon the work and inspect the same at all times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

ARTICLE 5
Change in Plans and Work

1. The City, acting through the Commissioner and upon his written order only, from time to time given to the Contractor or his foreman, may change, increase or take away any part of the work, or change the specifications, plans, drawings, form or materials thereof. Any deduction or addition thereto is to be allowed, or paid for at a price to be determined, within not more than 15 days of the completion of the change, by the City Engineer acting in the same capacity as an architect in a building contract as between owner and contractor. Any demand for addition or deduction must be made in writing to the City Engineer within seven (7) days of the time change was ordered.

ARTICLE 6
Time and Manner of Doing the work - Beginning and Completion

1. The Contractor shall begin work upon receipt of written Notice to Proceed. Once begun the work shall be carried out in a continuous and uninterrupted fashion with sufficient workforce and resources to assure completion by the date for completion established by the Contract Documents.

2. The Contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfaction of the Commissioner; he shall give all notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts which are given them to do.

Maintenance of Travel

3. The Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners proper means of access to their property where existing access has been cut off by the work. The Contractor shall keep the streets open for through travel except where, in the opinion of the Commissioner, it is necessary to close the street. The continuous length of the street occupied for the work shall be kept as short as possible, and no part of the work shall be unnecessarily delayed. Wherever the Commissioner shall direct, trenches shall be bridged by the Contractor in a proper and secure manner so as not to interrupt travel. Free access shall be maintained at all times to all water gates, gas gates, and fire hydrants.

Abandonment of Work by Contractor

4. In the event the City Engineer certifies to the Commissioner that the work is not being so carried forward or if the Contractor at any time is not carrying on the work to the satisfaction of the Commissioner, or is not observing any of the provisions of the contract, or has abandoned the work, or become insolvent or assigned his property, the City, acting by the Commissioner and at his discretion, may, with or without notice to the Contractor, or advertising for doing the work, and by contract, day labor or otherwise, do any part of the work which the Contractor has failed to do or replace any part not done to the satisfaction of the Commissioner, or take possession of the work and complete the same, and in doing so may use any implements, machinery or materials on or about the work which are the property of the Contractor, charging the Contractor any excess cost for completing the work, which excess cost the Contractor agrees to pay.

ARTICLE 6A
Liquidated Damages

1. In case the work embraced in the contract shall not have been completed by the date stipulated therein, the Contractor shall pay to the City of Newton as liquidated damages a designated sum per calendar day for the entire period of overrun in accordance with the following Schedule of Deductions, and in addition, the Contractor shall pay without reimbursement the entire cost of all traffic officers, railroad flagmen, inspectors, or other personnel the City Engineer and/or the Chief Engineer of the railroad determines to be necessary during the period of overrun of time.

SCHEDULE OF DEDUCTIONS

Daily Charge Per Calendar Day
$500.00

2. Whatever sum of money may become due and payable to the City of Newton by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the City of Newton. It is agreed that this Article shall be construed and treated by the parties to the contract not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the proposal, but as liquidated damages to compensate said City of Newton for all additional costs incurred by it because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the proposal.

ARTICLE 6B

Delays and Extensions of Time

1. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the City, or by changes in the work ordered by the City, or by unseasonably inclement weather, or by other causes deemed by the City Engineer to be beyond the Contractor's control, and which the City Engineer determines may justify delay, then the time for completion may be extended for such reasonable time as the City Engineer may determine.

2. No such extension of time will be allowed unless the Contractor submits a written request for an extension to the City Engineer no later than 10 calendar days of the start of the occurrence or event giving rise thereto. Each such request must describe the occurrence or event and specify the manner and extent that such occurrence or event is causing or has caused a delay in the work. The City Engineer shall promptly investigate each request and make his written determination to the Commissioner and the Contractor within 10 days after receipt of the request. In his determination the City Engineer may either grant, deny, or modify the length of the requested extension.

3. If the City Engineer's determination so warrants, the Commissioner shall authorize a written Change Order to the Contract extending the time for completion. No extension of time shall be deemed as granted until said Change Order has been duly executed by the parties.

4. Change Orders which may be executed by the City and the Contractor in connection with additions, extra labor and/or extra materials shall not be considered as allowing extensions of the time for completion unless the change order expressly specifies that additional time is allowed in connection with the work under the change order. Once a Change Order has been executed by the parties, any request by the Contractor for an extension of time based solely on the fact that additions, extra labor and/or extra materials are required by the Change Order will be denied by the City Engineer.

5. Permitting the Contractor to continue and finish the work or any part of it after the times fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of Newton of any of its rights under the contract. The Contractor remains liable for damages caused other than by delay.

ARTICLE 7
Lines and Grades

1. The Contractor shall retain a Registered Land Surveyor who shall furnish such boards and stakes and cause to be placed thereon, such lines, marks and directions relating to the work as the Commissioner or City Engineer shall from time to time direct.

ARTICLE 8
Public Service Pipes and Conduits

1. The Contractor shall maintain such pipes or conduits of public service corporations or of the City as are across or within the lines of the work until such time as said public service corporations or the City assume the maintenance or removal of said pipes or conduits. The Commissioner will notify such public service corporations to that effect on the existence of such obstructions to the work being brought to his notice by the Contractor. The City will relocate either temporarily or permanently all water mains and water service pipes, or hydrants, and drains or sewers which may interfere

with the work contemplated in this contract. (This clause is not to be construed as applying to such pipes as may be readily supported and protected during the progress of the work.) The cost of shutting off and turning on water in water mains during blasting shall be assumed by the City.

Protection of Existing Structures

2. All existing gas pipes, water pipes, sewers, drains, conduits, or other structures which are uncovered by the excavation shall be carefully supported and protected from injury by the Contractor, and, in case of injury, they shall be restored by him, without compensation therefor, to as good condition as that in which they were found, and shall be kept in repair until 6 months after the completion of the work. The Contractor shall provide suitable temporary channels for water at all water courses. Wherever the work passes under or adjacent to street railway tracks, the Contractor shall make all necessary arrangements with the railway company for doing any work which may affect the property of the company or interfere with the operating of the railway, and he shall be liable for any damage that may be caused by any act, omission or neglect on his part, and shall pay all expenses of every kind incidental to this work.

Changing the Location of Existing Structures

3. Whenever it becomes necessary to change the location of any water or gas pipes, sewers, drains, conduits or other structures not otherwise provided for in these specifications, the Contractor shall do the whole or such portions of the work of making such changes as the Commissioner may require, and shall receive in payment therefor the reasonable cost of the work done as determined by the Commissioner plus 15 per cent of such cost. In estimating such cost, no allowance shall be made to the Contractor for the use of tools not especially provided for this work, for general superintendence, or for any overhead expenses except liability insurance.

ARTICLE 9
Co-operation with Other Contractors

1. The Contractor shall conduct the work in such manner as not to interfere with other work being done by the City, by contract or otherwise, and if deemed necessary by the Commissioner, the work under this contract shall conform to the progress of said other work; shall co-operate with other contractors or employees who may be doing work for the City, and with public service corporations affected by the work, in arranging for storage places, connections, bracings, temporary support for structures, repairs, etc.

ARTICLE 10
Subcontracts

1. The Contractor, in any contract with a Subcontractor, shall provide that the Subcontractor shall be subject to all specifications, terms, provisions, conditions, requirements and liabilities set forth in this contract so far as such specifications, terms, provisions, conditions, requirements and liabilities are applicable to the work to be done under such Subcontract, and shall also provide that such Subcontract shall be terminated by the Contractor whenever the Commissioner shall certify to him in writing that in his opinion the work of the Subcontractor is unnecessarily or unreasonably delayed or that the Subcontractor has violated any of the provisions of this contract. The Contractor shall at once terminate such subcontract if the Commissioner, after certifying as aforesaid, shall in writing direct the Contractor to make such termination.

2. Subcontracts shall be made in writing and the Contractor shall furnish the Commissioner with a copy of his subcontracts on demand.

3. Pursuant to the provisions of M.G.L. Ch. 30, Sec. 39F (1), the following provisions are included in the General Conditions:

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that sub-contractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring the 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 the subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority, 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 the completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after which the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work (ii) specified in any court proceedings barring such payment, or, (iii) if the reply shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with 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.

ARTICLE 11
Compensation for Work

1. Subject to any provisions in Paragraph 7, the price named in the proposal and accepted by the City shall be paid by the City and received by the Contractor as full compensation for furnishing materials and for use of tools, forms, machinery and other implements, and for labor in moving materials and executing all the work contemplated in this contract, also for loss or damage arising from delay however occasioned, or out of the nature of the work aforesaid or from the action of the elements, from floods, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work in the proper manner and according to the plans and specifications and requirements of the Commissioner under them.

2. During the first week of each calendar month, the City Engineer shall cause all work done by the Contractor during the previous month to be measured and shall estimate the value thereof and, on or before the 10th of each month issue a certificate to the Commissioner of the measurements and the amount due the Contractor according to the terms of his contract.

3. The City shall pay the Contractor on approval of the Commissioner monthly on or before the 18th of each month for all work done during the preceding month according to the aforementioned certificate of the City Engineer, less 5 per cent of the amount of such work and less any amounts due the City by the Contractor.

4. Within ten days after the completion of the work as determined by the Commissioner, the City Engineer shall issue to the Commissioner a final certificate of the total amount of work done and the money due the Contractor therefor, crediting thereon the amounts of the previous payments. In making the final certificate, the City Engineer shall not be bound by any preceding certificate or estimate of the amount of work done or materials furnished.

Final Payment--Claims Against Contractor

5. At the expiration of 65 days after the completion of the work as determined by the Commissioner, the City shall, unless claims are made or notice of liability against the City is given, pay the Contractor, on the approval of the Commissioner, the percentages retained and the balance due the Contractor according to the aforementioned final certificate of the City Engineer less any indebtedness of the Contractor to the City. If a claim or claims are made, or notice of liability given, such amounts due the Contractor may be paid upon satisfaction of such claims or upon furnishing of indemnity to said City against all loss, cost, damage or expense by reason of such claims. In the event of no known claims or liens the City may, at its option, pay within 35 days.

6. The City, on making any payment after the completion of the work, shall be released from all claim or liability to the Contractor for anything done or used, or for any loss or injury sustained in carrying on the contract, or for any act, omission, neglect or mistake of the City or any person relating to or affecting the contract, except for the balance of any sum retained as aforesaid.

Extra Work

7. The Contractor shall be paid for any additions, or deductions as provided in Article 5, paragraph 1, and for extra labor done by, and for extra materials furnished by him in compliance with the written order only of the Commissioner, calling for work not similar in character to that covered by the items given in the proposal, and for which no price is set in the said written order, the direct (not including consequential) cost to the Contractor, as determined to be reasonable by the Commissioner, plus fifteen per cent of said costs as so determined in regard to labor only. For teams or trucks so furnished, no payment shall be made to the Contractor beyond the current local rate as determined by the Commissioner in each case. The direct cost of labor may include the cost of mechanics and laborers furnished and a reasonable proportion of the time of the foreman and timekeeper, but it shall in no case include any charge for the use of tools, for establishment charges or for time spent by the Contractor. The actual cost of insurance on extra pay rolls and of materials furnished for extra work, shall be paid without any addition. The labor and materials so ordered shall constitute a part of the work to be done under the contract; and all and singular the provisions of the contract shall apply to said labor and materials as if the same were specified therein. The Contractor shall have no claim for the above mentioned extra labor and materials unless he furnishes the details and bills therefor within one week after doing any such labor or furnishing any such materials.

8. No claim of the Contractor against the City under this contract shall be deemed valid unless such claim is presented to the Commissioner within ten days from the time when the Contractor first knows of, or has opportunity to know of, the acts and circumstances on which such claim is based.

9. A payment or payments to the Contractor, in cases where these provisions or any of them, are not complied with, shall not be construed as a waiver of said provisions or any part thereof.

Contract Made Subject to Appropriations

10. This contract is made subject to appropriation heretofore made and shall not be altered unless the Contractor, the sureties on the bond, if any, the officer making the contract and the Mayor shall in writing agree thereto.

ARTICLE 12
Responsibility for Work--Contractor's Responsibility

1. The Contractor has made his proposal from his own examinations and estimates, and shall not hold the City, its agents, or employees, responsible for or bound by, any schedule, estimate, sounding, boring, or any plan of any part of the work; shall, if any error in any plan, drawing, specification or direction relating to anything to be done under the contract come to his knowledge, report it at once to the Commissioner; shall not, except as the Commissioner shall authorize in writing, assign or sublet any part of the contract except for the supply of materials and plant, or of anything to be done thereunder; shall, subject to the provisions of the contract take all responsibility of, and bear all losses resulting to him in carrying on the contract, and shall assume the defense of, and hold the City, its agents and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent right, material, labor or implement, by or from any act or omission or neglect of the Contractor, his Subcontractor, his agents or employees, in carrying on the contract, or for any liability of any nature arising under the contract. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor, his employees or his Subcontractor or otherwise.

ARTICLE 13
Lights--Guards

1. The Contractor shall assume all responsibilities of the work and take all proper precautions to protect persons and property from injury and unnecessary interference; leave a reasonably unobstructed way along public and private places for pedestrians, teams, and vehicles, and for access to hydrants; provide proper walks over or around any obstruction made in a public or private place in carrying on the contract, and maintain from the beginning of twilight through the whole of every night, on or near the obstruction sufficient lights and guards to protect travelers from injury thereby, and if, after one notification from the Commissioner that said lights and guards are not sufficient, the Contractor has not placed additional lights and guards to the satisfaction of the Commissioner, the Commissioner shall have the right to take charge of that part of the work at the expense of the Contractor. While the work is suspended he shall keep all roadways and sidewalks in proper condition, and when the work is completed put the place and vicinity in proper condition and so leave them.

The Contractor shall provide proper means of access to property where the existing access is cut off by the Contractor and replace or put in good condition every conduit, catch-basin, tree, wall, fence, or other thing injured by the Contractor in carrying on the contract, unless the same has been permanently done away with, on approval of the Commissioner, as being necessary to the proper carrying on of the contract.

ARTICLE 14
Guaranty

1. Any settlement or other defect, or the failure of any part of the structure or the work due to defective materials or workmanship, that occurs within one year after the work is completed, is to be immediately repaired by the Contractor. In the event of any such settlement, defect, or failure causing liability to the City for damage to persons or property, the Contractor does by this clause agree to hold the City harmless and to assume the defense of any claims therefor.

2. Responsibility under this guaranty for the adequacy of the work does not relieve the Contractor of his obligation to comply with the terms of the contract and to conform to all the requirements of the plans and specifications, nor does it give him the right to deviate in any way from the details of design of the structure or the work.

ARTICLE 15
Defective Work and Materials

1. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or materials, or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, but all materials shall, upon being so attached or affixed, become the property of the City of Newton.

ARTICLE 16
Employment of Labor

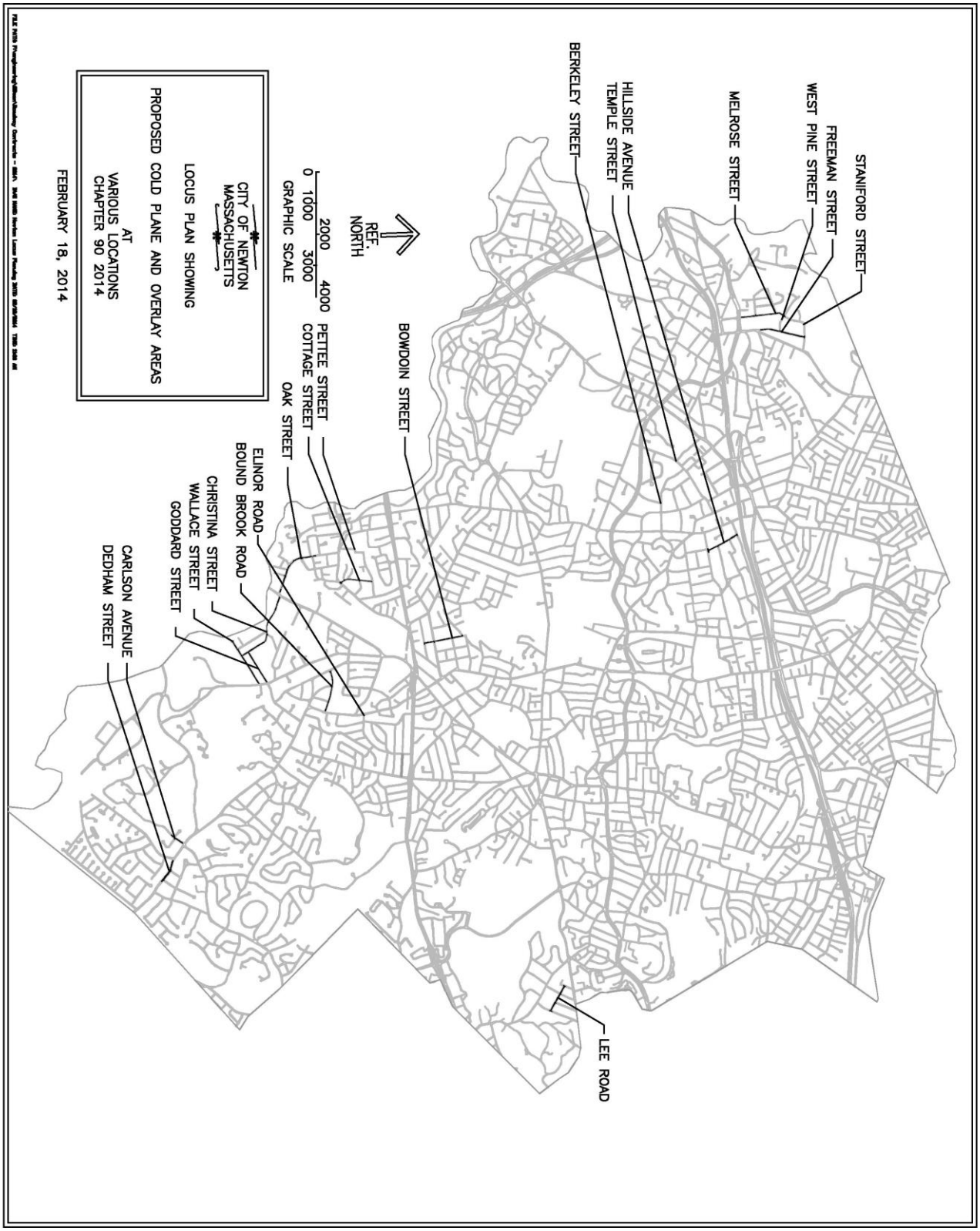
1. The Contractor shall give preference in employment, first to citizens of Massachusetts, second, to other citizens of the United States; and shall allow all employees on said work to lodge, board and trade where they choose, and shall not obstruct any other person in doing work for the City; and shall conform to all labor laws of the Commonwealth; and no laborer or teamster, workman or mechanic working within this Commonwealth in the employ of the Contractor or Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contractor shall be requested to, or required to, or work more than eight hours in any one calendar day. This contract is subject to all the laws of the Commonwealth, and ordinances of the City and if any clause thereof does not conform to such laws and ordinances, such clause shall be void and such laws and ordinances operated in lieu thereof.

ARTICLE 17
Laws and Regulations--Contractor to Comply with Law

1. The Contractor shall keep fully informed of all existing or future acts of the legislature, and of all municipal ordinances, prohibitions, rules and regulations in any manner affecting the conduct of the work, and of all orders or decrees of any body or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the work embraced in the contract. The Contractor shall at all times observe and comply with all existing and future acts, ordinances, prohibitions, rules, regulations, orders and decrees; and shall protect and indemnify the city and its employees against any and all claims arising from or based on any violation of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his agents or employees.

END OF SECTION

Locus Plan of Target Sites



STREETS SCHEDULED TO BE DONE UNDER THIS OVERLAY PROGRAM:

- The scheduling of this work shall be solely at the discretion of the Engineer.
- The scope of the work is subject to modification as the operations progress. In addition, the day-to-day operational aspects may also be subject to modification as the Engineer shall so direct (i.e. final depth, dates & scheduled periods, length of lanes, lengths & breadth of cold-planing areas).
- The Engineer reserves the right to designate streets and/or roadways as arterial corridors as the field conditions may warrant at the time the overlay operation is performed.
- Scheduled streets shall typically include the portions of the intersecting roadways up to the PC or as otherwise directed.
- MB = Estimated Linear Feet of 'Monolithic Berm' to be installed along this roadway, however this work shall ultimately be paid by the Ton under the Item 1.5 bid price. (Refer to Item Sheet 3 and the Special Provisions for further information)

1 1/2" BITUMINOUS CONCRETE OVERLAY

STREET	ARTERIAL	LIMITS	ESTIMATED TONNAGE
Cottage Street	N	Thurston Road to Elliot Street	318
Bowdoin Street	N	Lincoln Street to Erie Avenue	91
Carlson Avenue	N	Dedham Street to Parking Lot	246
Freeman Street	N	Staniford Street to Lexington Street	461
Christina Street	N	230' West of Bernard Street to Wallace Street	436
Lee Road	N	Reservoir Avenue to Lawrence Avenue	341
Wallace Street	N	Winchester Street to 130' West of Bernard Street	431
Bound Brook Road	N	Dedham Street to Upland Avenue	416
Goddard Street	N	Winchester Street to Christina Street	354
Street List Continued on the Next Page			

1 1/2" BITUMINOUS CONCRETE OVERLAY

STREET	ARTERIAL	LIMITS	ESTIMATED TONNAGE
Melrose Street	N	West Pine Street to Commonwealth Avenue	451
Hillside Avenue	N	Austin Street to Otis Street	376
Elinor Road*	N	Kendall Road to Walnut Street	489
Temple Street*	N	Highland Avenue to Carriage Road	1072
Walnut Street*	Y	As Directed by the Engineer	1434
Oak Street*	N	Elliot Street to Needham Street	368
Pettee Street*	N	Thurston Road to High Street	90
Berkeley Street*	N	Temple Street to Chestnut Street	700
Staniford Street*	N	West Pine Street to Lexington Street	166
West Pine Street*	N	Melrose Street to Freeman Street	145
Dedham Street	Y	100' North of Longmeadow Road to Broken Tree Road	224

***Overlay of these streets shall not start until June 26th 2014 and shall be finalized by August 26th 2014.**

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions, scheduling, monetary constraints (due to cost adjustments) and/or funding amounts may ultimately necessitate.

NOTICE: In accordance with MGL Chapter 303 of the Acts of 2008 this bid contains price adjustments for (1) Fuel (combination of Gasoline & Diesel) and (2) Liquid Asphalt. It is the bidder's responsibility to familiarize themselves with these price adjustment programs prior to entering a bid.

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
Item: **0.303FC - FUEL COSTS*** • * Bidder's may elect **NOT** to bid the cost of fuel(s) separately by inserting the term **N/A** *(i.e. Not Applicable)* in all entry lines of this Item .303FC. This is **a mandatory requirement** to verify the Contractor has waived their option to bid the cost of fuel(s) separately and has instead elected to factor their collective fuel costs for the overlay operations into the bid price of **Items 1D, 1N, 1W and Item 2.** • **Contractor's choosing to bid this line item must NOT include the cost of fuel in Items 1D, 1N, 1W and Item 2.** ---------- For a bid to be considered responsive under this item the Contractor **MUST** supply the following information: Address of Batching Plant: _____ _____ The One –Way shortest distance listed by MapQuest (www.mapquest.com) from the batching plant to Newton City Hall, 1000 Commonwealth Ave., Newton Centre, MA 02459 _____ Miles *The City of Newton reserves the right to validate this information before and after awarding the bid.* **0.303FC** = total combined number of gallons of Fuel (Diesel & Gasoline) to supply, deliver & install One Ton of Bituminous Concrete: (IN WORDS)_____ Gallons Per Ton (IN FIGURES)_____ Gallons Per Ton (_____**Gallons per Ton**) **x** (**$** **3.335** **/Gallon**) **x** ***^ Base Price^*** ***of diesel and gasoline= (BPF)*** ***Per Mass Highway***	**8,600**	**One Ton of Bituminous Concrete**	Note: This factored value is for the **Comparison of Bids Only**. (See Spec. Prov.) $_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
Item: **0.303LA- DIFFERENTIAL FOR LIQUID ASPHALT** (Informational Note: For the purpose of this program One (1) Ton of Type I-1 Bituminous Concrete shall contain six-hundredths (**.** 06) Ton of Liquid Asphalt) The **Base Price** for Liquid Asphalt is: **$ 640.00** **Per Ton of Liquid Asphalt** ***^Base Price of Liquid Asphalt (BPLA)^*** ***Per Mass Highway***	**N/A**	**N/A**	The Base Price (BPLA) shown here shall be used to determine the monthly price differential (See Spec. Prov.) **$ N/A**
ITEM: **1 D - SUPPLY, DELIVER & PLACE 1 ½" TYPE I-1 BITUMINOUS CONCRETE TOP MIX IN THE DAYTIME (WITH PRIOR TACK COAT APPLICATION)** **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **TON**	**7,600**	**TONS**	$_____
Item: **1 N - SUPPLY, DELIVER & PLACE 1 ½" TYPE I-1 BITUMINOUS CONCRETE TOP MIX IN THE NIGHTTIME INCLUSIVE OF ILLUMINATION EQUIPMENT (WITH PRIOR TACK COAT APPLICATION)** **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **TON**	**500**	**TONS**	$_____

ITEM DESCRIPTION & BID PRICE	QUANTITIES	UNIT	TOTAL COST
Item: **1 W - SUPPLY, DELIVER & PLACE 1 ½" TYPE I-1 BITUMINOUS CONCRETE TOP MIX ON THE WEEKEND INCLUSIVE OF ILLUMINATION EQUIPMENT (WITH PRIOR TACK COAT APPLICATION)** **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **TON**	**500**	**TONS**	$_____
Item: **2 - REMOVE & STOCKPILE (CITY OWNED) MANHOLE PROTECTOR RINGS** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **RING**	**300**	**RINGS**	$_____
Item: **3 – ALLOWANCE FOR PAYMENT OF POLICE OFFICERS (THESE MONIES ARE TO BE PAID DIRECTLY THRU AN INTER-DEPARTMENTAL BILLING PROGRAM)** THE SUM OF: **FIFTY THOUSAND** DOLLARS AND **NO** CENTS ($ **50,000.00**) PER **ALLOWANCE**	**1**	**ALL.**	**$50,000**

ITEM DESCRIPTION & BID PRICE	QUANTITIES	UNIT	TOTAL COST
Item: **4 - MISCELLANEOUS WORK ALLOWANCE (ENGINEER'S DISCRETIONARY FUND)** THE SUM OF: **FIVE THOUSAND** DOLLARS AND **NO** CENTS ($ **5 ,000.00**) PER **ALLOWANCE**	**1**	**ALL.**	**$5,000**
Item: **5 - MATERIALS TESTING ALLOWANCE** THE SUM OF: **FIVE THOUSAND** DOLLARS AND **NO** CENTS ($ **5 ,000.00**) PER **ALLOWANCE**	**1**	**ALL.**	**$5,000**

TOTAL BID PRICE: $

(Total Bid Price must be entered in "PARAGRAPH C" of the BID FORM).

END OF SECTION

SECTION 0. 303

Item: 0.303FC - FUEL COSTS*

Description

*** The Contractor may elect NOT to bid the cost of fuels separately by inserting the term N/A** *(i.e. Not Applicable)* **in all entry lines of Item 0.303FC on Item Sheet 4. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor the round-trip supply, delivery & installation fuel costs into the bid price of Items 1D, 1N and Item 2.**

(a) Under this item the Contractor shall be paid for all the fuel(s) consumed in the performance of this contract.

(b) The intent of this program is to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the cost of petroleum based fuel products. It is important to note that due to the numerous types of; fuel, equipment, vehicles, programs, and efficiency factors related to each of these operational elements and therefore unique to the Contractor's own enterprises, that any fuel adjustments made under this item are intended only to defray and offset extraordinary market trends in petroleum based fuel products.

(c) **IMPORTANT NOTE: An adjustment to the cost of fuels may result in an increase of payment if the fuel market has trended upward, or it may otherwise result in a decrease of payment if the fuel market has trended downward.**

(d) The City of Newton reserves the right, before awarding the Contract, to request from the Contractor a tabulated accounting of the means and methods upon which the number of gallons bid by the Contractor was derived. The intent of this evaluation is to preserve the fairness of this program by preventing bidders from placing an imbalanced bid that may ultimately cause excessive financial impact to either party. These tabulations will include, but shall not be limited to, an accounting of all **transport and installation** equipment and their associated manufacturers fuel consumption rates which the Contractor/supplier intends to use to complete the work under this contract. In the event the City of Newton, subsequent to performing an analysis, determines that the Contractor's bid, with regard to the consumption of fuel per round trip for the **supply, delivery and installation of the bituminous concrete, is excessive for the type transport equipment** traditionally deployed for this type of work then t**he City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.**

(e) The Contractor shall also incorporate into their bid the amounts of fuel required for any work performed by their subcontractors or by their vendors.

Method of Administration

(f) In accordance with Chapter 303 Acts of 2008, the City of Newton shall use the most current 'new' pricing of Diesel and Gasoline fuel as thay are indicated on the Mass Highway web site at the time of advertisement.

http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about#para24

The **average** of these two values (Diesel & Gasoline) shall serve as the value basis for determining the **Base Price** of Fuel (BPF) at the time of the advertisement. Subsequently, during the course of the contract, the **Period Price** of Fuel (PPF) shall be determined in the same manner, but at the end of each calendar month, and if the **averaged** Period Price (PPF) has either increased or decreased by more than five percentage points (5%) relative to the **averaged** Base Price of Fuel (BPF), then the cost of fuel(s) for the applicable calendar month shall be paid for at the adjusted rate, otherwise the cost of fuel(s) for the applicable calendar month shall be paid for at the initial Base Price of Fuels.

The Contractor is advised to verify these value standards and citations prior to placing their bid.

Method of Administration

(g) When a cost adjustment is applied it shall be inclusive of the five (5%) variation.

(h) Payments for fuel shall be calculated at the end of **each calendar month** and they shall be based upon the acceptable **number of tons of bituminous concrete supplied, delivered and installed** within that particular (applicable) calendar month in which the work was performed, **inclusive of the tack coat application**. **(Program Note: In the event a continuous paving operation spans several days but the delivery & discharge of the bituminous concrete is performed in two separate months, then two separate fuel payments shall be made).**

(i) Immediately upon delivery of any bituminous concrete product, the Contractor shall furnish the Engineer with a computer generated invoice that has been issued directly by the bituminous concrete batching plant. The invoice shall clearly show the **tare weight, type of bituminous concrete and the date of delivery** for each load of bituminous concrete which is ultimately delivered and discharged. The plant issued tare/weight slips are to bear the name of the Contractor and Vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery of the material. The City will have no obligation to pay for any errant invoice slips which are forwarded after the delivery vehicle has exited the project site.**

(j) **No upward fuel adjustment will be made for any delivery and/or installation related activity which takes place beyond the completion date of the contract** unless the Contractor's work has been delayed due to no fault of their own (i.e. Preparation work that must be performed by others before the Contractor can complete their own tasks in the contractually allotted time.) Any such delay must be brought to the attention of the DPW Agent-In-Charge in a timely manner at which time the Agent shall investigate, verify, and document the extenuating circumstances and inform the Contractor of their decision.

Method of Payment

(k) Payment formula:

BPF = The Base Price of Fuel on the bid release date (Averaged cost of Diesel & Gasoline in $/Gallon)
PPF = The Period Price of Fuel for the applicable calendar month (Averaged cost of Diesel & Gasoline in $/Gallon)
G = Gallons of fuel bid by the Contractor to Supply, Deliver & Install One (1) Ton of Bit. Conc. W/tack coat (Gallons Bid for All Services)
T = The total number of Tons of Type I-1 Bit. Conc. Supplied, Delivered & Installed in the applicable calendar month

If the (PPF) does not exceed +/- 5% relative to the (BPF) then: (BPF) x G x T = Fuel Payment ($)

If the (PPF) does exceed +/- 5% relative to the (BPF) then: (PPF) x G x T = Fuel Payment ($)

Basis of Payment

*** The Contractor may elect NOT to bid the cost of fuels separately by inserting the term N/A** *(i.e. Not Applicable)* **in all entry lines of Item 0.303FC on Item Sheet 4. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor the round-trip supply, delivery & installation fuel costs into the bid price of Items 1D, 1N and Item 2..**

Basis of Payment (Continued)

(l) **The round trip cost of fuel(s) consumed for the delivery, and discharge and installation of one ton of bituminous concrete**, inclusive of work associated with the removal and stockpiling of manhole protector rings, shall be paid for under **Item 0.303FC (unless waived).** The cost of fuel used to complete the work under this contract shall be made in accordance with the applicable Period Price for Diesel & Gasoline fuels as posted for each calendar month in which the work was performed**, inclusive of tack coat**, and as specified herein.

(m) The Contractor shall be responsible for disbursing fuel cost payments to their subcontractors and/or to their vendors.

(n) No payment shall be made for any fuel(s) consumed to remedy and/or to replace any deficient material supplied by the Contractor, subcontractors and/or their vendors.

SECTION 0. 303

Item: 0.303LA - DIFFERENTIAL FOR LIQUID ASPHALT

Description

(a) Under this item a differential value shall be calculated and applied to the payment on a monthly basis. The differential value shall be based upon the amount of Liquid Asphalt contained in the total tare weight of bituminous concrete supplied, delivered and installed in each respective calendar month.

(b) **Item 0. 303LA** is to provide a structured means, whereby the cost of the Liquid Asphalt **contained in Type I-1 bituminous concrete** is evaluated each calendar month, and under certain market conditions this value is adjusted **either upward or downwards** to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the price of this commodity.

(c) **IMPORTANT NOTE: An adjustment to the cost of the Liquid Asphalt component may result in an increase of payment if the market has trended upward, or it may otherwise result in a decrease of payment if the market for Liquid Asphalt has trended downward. Further, these adjustments do not compensate the Contractor for the entire cost of the bituminous concrete products consumed in the execution of this contract but only for the monthly differential value(s) which may occur with regard to the Liquid Asphalt component**.

Method of Administration

(d) In accordance with Chapter 303 Acts of 2008 the City of Newton shall use the most current 'new' pricing for **Liquid Asphalt** as indicated on the Mass Highway web site at the time of advertisement.

http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about#para24

The value at the time of advertisement shall serve as the Base Price of Liquid Asphalt (BPLA). Subsequently, and during the course of the contract, the Period Price of the Liquid Asphalt (PPLA) component shall be determined in the same manner and at the end of each respective calendar month, and if the Period Price (PPLA) has either increased or decreased by more than five percentage points (5%) relative to the Base Price (BPLA) index, then the differential cost of the Liquid Asphalt component shall be paid for at the adjusted rate, otherwise no adjustment shall be made.

The Contractor is advised to verify these value standards and citations prior to placing their bid.

(e) The differential value for the Liquid Asphalt component shall be calculated at the end of each calendar month and it shall be based upon the number of acceptable tons of bituminous concrete supplied, delivered and installed within that particular calendar month. This value shall be derived by applying a fixed factor to the tonnage of Liquid Asphalt that is contained in a single ton of Type I-1 bituminous concrete top mix. **(Program Note: In the event a continuous delivery & paving operation spans several days but is performed in two separate months, then two separate Liquid Asphalt calculations shall be made.)**

(f) When a cost differential is applied it shall be inclusive of the five (5%) variation.

(g) Immediately upon delivery of any bituminous concrete product, the Contractor shall furnish the Engineer with a computer generated invoice that has been issued directly by the bituminous concrete batching plant. The invoice shall clearly show the **tare weight, type of bituminous concrete and the date of delivery** for each load of bituminous concrete which is ultimately delivered and discharged. The plant issued tare/weight slips are to bear the name of the vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery of the material. The**

City will have no obligation to pay for any errant slips which are forwarded after the delivery vehicle has exited the project site.

Method of Administration (Continued)

(h) **No upward Liquid Asphalt component adjustment will be made for any delivery and discharge which takes place beyond the completion date of the contract** unless the Contractor's work has been delayed due to no fault of their own (i.e. Preparation work that must be performed by others before the Contractor can complete their own tasks in the contractually allotted time.) Any such delay must be brought to the attention of the DPW Agent-In-Charge in a timely manner at which time the Agent shall investigate, verify, and document the extenuating circumstances and inform the Contractor of their decision.

Method of Payment

(i) Payment formula:

BPLA = The Base Price Liquid Asphalt Cost Index on the bid release date ($/Ton of Liquid Asphalt)
PPLA = The Period Price for One Ton of Liquid Asphalt for the applicable calendar month in which it was delivered ($/Ton of Liquid Asphalt)
TBC = Total tare Tons of bituminous concrete delivered & discharged in the applicable calendar month (Tons)
. 06 = Tons of Liquid Asphalt contained in One (1) Ton Type I-1 bituminous concrete (120 lbs. Liquid Asphalt/Ton Bit. Conc. = .06 Tons Liquid Asphalt/Ton Bit. Conc.)

If the (PPLA) does not exceed +/- 5% relative to the (BPLA) then: No differential adjustment.

If the (PPLA) exceeds +/- 5% relative to the (BPLA) then:

(PPLA - BPLA) x TBC x . 06 = Differential Value for Current Pay Period ($)

Basis of Payment

(j) Under **Item 0.303LA** the differential value for **Liquid Asphalt contained in One (1) Ton of Type I-1 bituminous concrete** used to complete the work under this contract shall be made in accordance with the Period Price index values for Liquid Asphalt posted for each calendar month in which the work was performed and relative to the Base Price as specified herein. Subsequently these values shall be factored in accordance with the above-noted formula (Par. i).

(k) **The differential value for Liquid Asphalt shall be based upon a fixed mean value of six-hundredths (. 06)Ton Liquid Asphalt contained in One (1) Ton of Type I-1 bituminous Concrete, with said value differential being factored only on the number of Tons of Bituminous Concrete actually used, verified and/or accepted by the Engineer.**

(l) No adjustment shall be made for any material which is rejected or is deemed to be of an inferior quality. Nor shall any adjustment be made for Liquid Asphalt contained in any **bituminous concrete** material which is used to remedy any deficient work which was initially performed by the Contractor and/or vendor under this contract, and which is proven to be deficient and/or of inferior quality during and/or subsequent to discharge.

(m) The Contractor shall be responsible for disbursing the Liquid Asphalt cost adjustments to their subcontractors and/or to their vendors.

SECTION 1

Item: 1 D - SUPPLY, DELIVER & PLACE 1 ½" TYPE I-1 BITUMINOUS CONCRETE TOP MIX IN THE DAYTIME (WITH PRIOR TACK COAT APPLICATION)

Item: 1 N - SUPPLY, DELIVER & PLACE 1 ½" TYPE I-1 BITUMINOUS CONCRETE TOP MIX IN THE NIGHTTIME INCLUSIVE OF ILLUMINATION EQUIPMENT (WITH PRIOR TACK COAT APPLICATION)

Item: 1 W - SUPPLY, DELIVER & PLACE 1 ½" TYPE I-1 BITUMINOUS CONCRETE TOP MIX ON THE WEEKEND INCLUSIVE OF ILLUMINATION EQUIPMENT (WITH PRIOR TACK COAT APPLICATION)

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

Description

*** The Contractor may elect NOT to bid the cost of fuel separately by inserting the term N/A** *(i.e. Not Applicable)* **in all item sheet entry lines of Item 0. 303FC. This is a mandatory requirement to verify that the Contractor has formally waived his option to bid the cost of all transportation & installation fuel(s) separately and has instead elected to factor his fuel costs into the bid prices of Item 1D, 1N and Item 2 .**

(aa) The Contractor shall furnish and place bituminous concrete Type I-1 as directed by the Engineer and as specified herein.

(bb) **Under Item 1 D the Contractor shall furnish and place tack coat & one and one-half inch (1 ½") Type I-1 bituminous concrete top mix during the daytime to roadways previously cold-planed or otherwise previously bindered.**

(cc) **Under Item 1 N the Contractor shall furnish and place tack coat & one and one-half inch (1 ½") Type I-1 bituminous concrete top mix during the nighttime to roadways previously cold-planed or otherwise previously bindered, and such work shall include providing illumination.**

(dd) **Under Item 1 W the Contractor shall furnish and place tack coat & one and one-half inch (1 ½") Type I-1 bituminous concrete top mix during the weekend to roadways previously cold-planed or otherwise previously bindered, and such work shall include providing illumination as directed by the Engineer.**

(a) **Under Item 1D and Item 1N and Item 1W the Contractor shall furnish and place machine applied RS-1 tack coat and shall furnish, place & provide (after rolling) a one and one-half inch (1 ½") application of Type I-1 bituminous concrete top mix to roadways that were previously cold-planed or have otherwise been previously bindered. In certain cases, and only by order of the Engineer, the Contractor may be required to provide a two inch (2") overlay and/or a monolithic curb/berm in order to best meet the field conditions at hand.** In addition, the Contractor will be responsible for ensuring that all gate boxes, if disturbed by the paving operation, are ultimately raised to meet the final grade of the newly laid roadway surface and such adjustments

(b) shall be performed immediately after the paving machine has passed by the target unit. Subsequent to raising the

Description (Continued)

(c) gate box the Contractor shall ensure that fresh hot bituminous concrete has been firmly tamped under the lip of the targeted gate box to ensure it remains in its final position.

(b) **During the term of this contract** the work under **Item 1D and Item 1N and Item 1W** shall be performed according to a **schedule that will be determined by the Engineer**. The intent of this order is to best meet the schedule of the various preparation process' that are to be performed under separate contract(s) and/or actions. **In the event the City has not sufficiently prepared the targeted street(s) to receive the desired application of bituminous pavement overlay, in accordance with the tentative schedule, then the Contractor shall commence his paving operations as soon as possible thereafter, and at the will of the City Engineer.**

(c) Under **Item 1 D no daytime paving operation shall be performed on arterial roadways before 8:30 A.M. nor after 4:00 P.M**. Arterial roadways shall be designated by the Engineer. The Contractor is further advised that the hours of operations are set by law. During **'daytime'** operations **no machines or equipment are to be activated before 7:00 A.M. & nor shall any work extend beyond 4:30 P.M**. In addition no weekend or holiday work will be allowed unless special permission is granted.

(c1) Under **Item 1 N nighttime paving operations shall not commence before the lawfully allowed hours as defined on an applicable permit, as directed by the Engineer, or otherwise not before 8:00 P.M., and all work, inclusive of post-paving activities, shall be completed no later than 5:00 A.M of the next day (i.e of the same night).. The Contractor is advised that this work is by special administrative authorization therefore the Contractor shall strictly comply with the Engineers directives with regard to the scheduling and execution of 'nighttime' operations.** In addition no weekend or holiday work will be allowed unless special permission is granted. Further, nighttime paving activities are limited to only those activities which are directly related to the placement of the bituminous concrete material, and that every reasonable effort shall be made in order to keep noise to a bare minimum.

(c 2) Under **Item 1 W no paving operation shall be performed on roadways before 8:00 A.M. nor after 4:00 P.M**. on either Saturday or Sunday as designated by the Engineer. During **'weekend'** operations **no machines or equipment are to be activated before 7:00 A.M. & nor shall any work extend beyond 4:30 P.M**. In addition no weekend or holiday work will be allowed unless special permission is granted or as directed by the Engineer.

(cc) Under **Item 1 D and Item 1 N and Item 1 W** the Contractor shall create and deliver a written notice(s) to each address located along the roadway corridor, which he intends to occupy and pave, to inform all concerned parties that the normal traffic pattern, unique to each area, will be disrupted during the course of his operations. The notices are to be delivered **by the Contractor's Personnel at least twenty-four (24) hours in advance of each separate site occupation and/or disruption** of the respective traffic patterns in and about the area(s), or as otherwise directed by the Engineer. The notice is to be on a format acceptable to the Engineer and shall contain the time, date and duration of the expected disruption. **However; in no case shall any daytime operation be posted to occur before the lawful 7:00 A.M. start time, and notwithstanding emergency conditions, nor shall any paving related daytime operation extend beyond 4:30 P.M of the same day, nor shall any nighttime operation be posted to occur before the lawfully allowed hours as defined on an applicable permit, as directed by the Engineer, or otherwise 8:00 P.M., and all work, inclusive of post-paving activities, shall be completed no later than 5:00 A.M of the next day (i.e of the same night) Weekend operations (Saturday and Sunday) shall not begin operations before 8:00 A.M. and all work inclusive of post-paving activities shall be completed no later than 4:30 P.M.**. The notice is to be placed in a conspicuous location and as near to the regular mail delivery as possible such that the notice will be gathered up with that days regular mail. The distribution of notices is to further comply with the directives shown on the plans. In addition the Contractor shall also notify the Engineer, the City of Newton Customer Service Division and the City of Newton Fire Department Headquarters at least twenty four (24) hours in advance of a planned event, with a copy of such notice being made to the Engineer. The Engineer shall have the right to request that such advance notifications be made either in writing or by verbal communiqué. Subsequently, upon the restoration of normal traffic

patterns the Contractor shall notify the Engineer, the City of Newton Customer Service Division and the City of Newton Fire Department Headquarters within twenty-four (24) hours after completing the paving operation(s), in order to keep all interested parties apprised of the current conditions.

Materials

Method of Construction

(d) This type of pavement shall be composed of mineral aggregate, mineral filler and bituminous material, plant mixed and laid hot. The mixing and materials shall conform to the current specifications as set forth in the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, Sections 460 and M3, dated l988

(e) **A tack coat of emulsified bituminous material shall be applied to all existing bituminous concrete surfaces prior to the application of the top mix. The tack coat shall be emulsified asphalt, grade RS-1 conforming to the Commonwealth of Massachusetts Standard Specifications M3.03.0.**

- **Special Requirements for Nighttime Paving Operations**

(npo1) **Under Item 1 N the Contractor shall take every action to ensure that the nighttime activities are conducted as quietly as possible. To that end the Engineer reserves the right to disallow the Contractor from using equipment and/or personnel which, in his opinion, are noisy and/or are disruptive to the general peace of the neighborhood in which the work is taking place. In the event the Engineer deems an individual(s) and/or a piece of equipment to be disruptive, noisy or otherwise contrary to the intent of this order then the Contractor shall immediately dismiss the individual(s) and/or replace the non-compliant equipment.**

(npo2) **Pavement applied at night shall be re-inspected in the daylight for evidence of flaws. Any area(s) which are found to be marred, torn, improperly seamed, inadequately rolled, or is inconsistent with quality workmanship, shall be taken up and replaced by the Contractor at no cost to the City of Newton.**

In the event of a conflict the Contractor shall comply with the latest OSHA requirements which shall take precedence over these instructions.

(npo4) **During nighttime operations all workmen shall be outfitted with OSHA approved reflective-type safety vests. In addition the Contractor shall supply working flashlights, of no-less than a 'two-D battery type', to all Police Officers, and to the Engineer(s), for their use during the course of nighttime operations.**

(npo5) **Illumination for nighttime operations:**

- Generators and wiring shall conform to the Massachusetts Electrical Code, OSHA safety standards and each device shall be UL listed.
- All portable lighting shall be positioned along the roadway in such a manner that it does not conflict with the flow of traffic, pedestrian access or with the paving operation(s), but ultimately provides substantial and adequate lighting so that all activities are performed in a safe environment for all parties, while at the same time ensuring that the applied pavement is easily seen and is installed to the satisfaction of the Engineer and in accordance with these specifications.
- Illumination shall be accomplished with metal halide floodlights, firmly mounted to a stable frame, and all floodlights are to be fitted with tempered glass or polycarbonate lenses securely fastened to the housing to prevent personal injury in the event of lamp breakage.

Method of Construction (Continued)

- Illumination for every process shall be by an adequate number of floodlights that allows all areas of the pavement and/or processing areas to be clearly seen. Floodlights may range from 250 watt to 1500 watt metal halide lamps which are aimed in such a manner that shadows are eliminated along the traveled way and glare from the lamps does not interfere with motorists.
- Each roller shall be equipped with a two (2) unit light cluster on both front and back. A single cluster with two units (one wide beam and one narrow beam) aimed towards the front and two (one wide beam and one narrow beam) towards the back may be used. The positioning of these units on the roller shall provide the driver with a clear and unobstructed view of the roadway surface under construction.
- Two (2) pick-up trucks equipped with a two (2) unit adjustable light cluster on both front and back shall be provided by the Contractor. A single cluster with two units (one wide beam and two narrow beam) aimed towards the front and two (one wide beam and two narrow beam) towards the back may be used. The positioning of these units shall be at the discretion of the Engineer but in the absence of a direct order from the Engineer the Contractor shall keep these portable units in constant use to illuminate the work area(s) to provide a clear and unobstructed view of the roadway surface under construction.
- The paver bar area shall be equipped with a continuous fluorescent bar lamp assembly consisting of enclosed units. In addition a single cluster with two units (one wide beam and one narrow beam) aimed towards the front and two (one wide beam and one narrow beam) towards the back may be used. The positioning of these units on the paver shall provide the driver with a clear and unobstructed view of the roadway surface under construction, however at no time shall these lights be aimed into the mirrors of trucks backing up to the hopper area.
- The Contractor shall ensure that a variety of replacement lamps are readily available on the site and in the event there is a lamp failure the Contractor shall immediately replace the defective device without compromising the safety of people and/or property.
- If in the opinion of the Engineer the illumination is substandard then the Engineer reserves the right to stop work, and his decision shall be final.
- No compensation will be due the Contractor if work is stopped because of substandard illumination and/or defective lighting equipment, generators, and/or any other equipment. 'Substandard' and/or 'defective' shall include excessive noise, inclusive of personnel.

In the event of a conflict the Contractor shall comply with the latest OSHA requirements which shall take precedence over these instructions.

- **Requirements for all Paving Operations**

(ee) The Contractor shall comply with the directives of **Paragraph (cc)** pertaining to the distribution of notices.

(f) **Prior to the application of the bituminous tack coat and/or the bituminous pavement the Contractor shall ensure that all catch basins are covered to the fullest extent with temporary steel plates to prevent any material from entering the drainage structure. In the event contamination of the structure does take place then the Contractor shall immediately remove and dispose of all such contaminating material to the satisfaction of the Engineer.**

(g) **The tack coat shall be uniformly applied to the roadway by mechanical means at the rate of application of 1/20 gal./sq. yd. such that the entire surface is ultimately covered by the tack coat.** The means and methods used for the application of the bituminous tack coat shall be subject to the approval of the Engineer, and such equipment, as

well as the process of application, shall commence in such a manner that no adjacent structures, vehicles and/or other site amenities are splattered or are otherwise contaminated by the tack coat. In the event splatter and/or contamination takes place then the Contractor shall be responsible for immediately cleaning the affected item(s) to the satisfaction of the Engineer.

Method of Construction (Continued)

(h) The application of tack coat shall be carried on incrementally as the paving operation progresses such that all existing bituminous concrete material is prepared to the satisfaction of the Engineer and at a reasonable rate such that the subsequent application of bituminous paving follows closely behind. **It is imperative that these two separate operations are conducted in such a manner, and with such precise timing, to ensure that the tack coat has attained its optimum bonding potential. To that end no bituminous pavement is to be placed over any tack coated surface until such time as the tack coat has 'flashed' and the proper 'color' has been attained which assures that the excess moisture inherently contained in this type of emulsion tack coat has dissipated.**

(i) The bituminous concrete mixture shall be delivered to the work in such condition that it is easily workable and can be efficiently laid.

(j) **Bituminous concrete shall only be applied under clear or partly cloudy skies without the threat of rain. The Contractor is not to schedule bituminous roadway application unless such favorable weather conditions are professionally forecast by a recognized weather agency, and at the request of the Engineer, this forecast shall be filed with Engineer in hard-copy form. Further, no bituminous concrete shall be applied upon a residually wet bituminous surface or otherwise upon a saturated soil surface, and in no case shall any bituminous concrete be accepted if it has been prematurely cooled by rain either while on the truck or after it has been applied to the roadway.**

(k) Prior to the installation of bituminous concrete the Contractor shall clearly mark the edge line and end limit lines of each paving lane to ensure that the final seams are straight, crisp, flat and are rolled hot (aisle to aisle) to produce a complete non-porous and fully bonded seam. Edge and limit lines shall be marked in a clear manner using white fluorescent paint and this work shall be performed to the satisfaction of the Engineer.

(l) Prior to the commencement of paving operations the Contractor shall ensure that excessive residual and/or loose material(s) which escaped the initial sweeping of the street is removed from around castings and from area(s) that were inaccessible to the power brooming. The Contractor shall be responsible for the collection and disposal of this residual material. **The City of Newton will provide (vehicular based) street sweeping services upon receiving twenty-four (24) hours notice from the Contractor to do so. The successful bidder will be provided with the City's contact information to achieve this goal. However, the Paving Contractor will always be responsible to remove any residual/granular material which is rendered inaccessible to the City's street sweeping units. (In addition, it is further necessary for Bidders to note that the majority of the paving work to be performed under this contract closely follows a separately conducted cold-planing operation. Therefore the targeted roadways which are scheduled for paving under this contract are typically cleared of residual grindings under the cold-planing program, but raveling, which may occur within the time-frame between these various operations is of the greater concern.)**

(m) The bituminous concrete shall only be applied on an existing bituminous concrete surface that has been swept clean by the Contractor and is free of dirt, water or other foreign material, and shall be completely dry before the tack coat is placed.

(n) Prior to the installation of bituminous concrete under the Contractor shall apply a thin coat of kerosene or other acceptable liquid barrier that prevents the bituminous concrete from bonding to the casting. In addition the Contractor shall clearly mark the locations of all castings, by means of an offset, so that they may be easily found once the paving

machine has passed by to ensure that all gate boxes are adjusted to the final grade of the roadway surface, and all casting units are cleaned of all residual bituminous material. Subsequently ensuring that the edge line of every casting is detailed and 'feathered' by hand so that there is no noticeable grade difference between the road surface and the

surface of the casting edge for a distance of eight feet (in all directions) from the edge of the casting. **Note: The painting of castings, or the painting of any adjacent area(s) which will not be covered by the newly laid pavement, shall not be allowed.**

(o) The bituminous concrete shall be spread with a mechanical spreader of the self-powered type having a floating screed assembly controlling the elevation of the strike-off. The screed or strike-off member shall be adjustable to the shape of the cross-section of the finished pavement and shall be of such design as to produce without tearing, shoving or gouging, a finished surface of the evenness and texture desired. The use of road graders, or towed spreaders, shall not be allowed. If, in the opinion of the Engineer, the spreading and finishing equipment is not providing satisfactory results, he shall order the use of such equipment be discontinued and other satisfactory spreading and finishing equipment shall be provided by the Contractor. Hand spreading may be used in places inaccessible to the machine and when permitted by the Engineer. When hand spreading is permitted, the mixture shall be dumped, upon arrival, on approved steel dump sheets outside the area in which it is to be spread and shall then immediately laid to the required depth.

(p) The Engineer may at any time order the use of side forms which shall be of a type subject to his approval. The forms shall be set so that the finished pavement shall be at a true line and grade as determined by the Engineer. The Engineer may in lieu of forms order the use of iron pins with grade marked thereon, so placed that they will not interfere with the travel of the machine spreader, but close enough so that a short straight edge placed on the newly laid pavement can reach a string line tied from pin to pin, and afford a visual check on the thickness of the newly laid pavement. The Engineer may order the pins to be used on the base, binder, or top courses. All expenses involved in the use of pins including the furnishing of such iron pins shall be borne by the Contractor.

(q) The bituminous concrete must be kept clean during hauling and handling and covered during transit with canvas or other material which will retain the desired pavement temperature. These mixtures must not be hauled in such a manner that segregation of the ingredients takes place, or that a crust is formed on the surface, or that the mixture will crumble or flatten out when dumped. Trucks which transport the mixture shall be tight, and the side of the bodies shall be coated with a thin film of soap solution. The dispatching of trucks from the distribution point shall be so arranged that all the material which is to be delivered at or on the road surface during any day may be placed and shall have received final compression in a continuous manner in order to minimize cold seaming.

(r) The bituminous concrete mixture shall be delivered to the work in such condition that it is easily workable and can be efficiently laid.

(s) The temperature of the mixture to be laid shall be between two hundred and twenty-five (225) degrees Fahrenheit and three hundred and twenty-five (325) degrees Fahrenheit and no mixture shall be placed when the air temperature in the shade and away from artificial heat is forty (40) degrees Fahrenheit or less. Variation from these temperatures may be permitted only on written permission of the Engineer.

(t) The edge of the asphalt mixture adjacent to rigid curb lines, around manholes, or other solid fixtures or where no shoulder is constructed, shall be hand tamped before being rolled.

(u) The bituminous concrete shall be laid in the prescribed number of courses as shown on the plans or as determined by the Engineer. The top/overlay course shall be one and one-half (1 1/2) inches to two (2) inches in depth. All depths of courses described above shall mean the finished depths after rolling. All courses must be laid so that they will have the required thickness and be parallel to the proposed finished grade of the surface.

Method of Construction (Continued)

(v) After the paving mixture has been properly spread it shall be thoroughly and uniformly compressed by rolling with power rollers. On projects involving less than one hundred and fifty (150) tons of paving mixture per day one (1) tandem roller of not less than ten (10) tons shall be used. On projects using more than one hundred and fifty (150) tons but less than three hundred and fifty (350) tons two (2) rollers shall be required with one (1) additional roller for each two hundred (200) tons of mixture per day thereafter. A day shall be construed as eight (8) hours working time. If, in the opinion of the Engineer, satisfactory compaction is not obtained by rolling with a tandem roller, the Engineer may order the rolling to be done with ten (10) to twelve (12) ton three (3) wheeled roller with wheels not less than twenty-four (24) inches wide. All rollers used shall weigh at least two hundred and fifty (250) pounds per inch width of tread. Each roller shall be in charge of a competent, experienced roller operator and shall be kept in a nearly continuous operation as practical while the work is under way. The pavement shall be rolled longitudinally, diagonally, and transversely, as directed. Longitudinal rolling shall start at the side and proceed toward the center of the pavement, overlapping on successive trips by at least one-half (1/2) the width of the rear wheel of the roller.

(w) In parking lots, intersections and/or other similar wide areas, and at the direction of the Engineer diagonal rolling shall be in two (2) directions, the second diagonal rolling crossing the lines of the first. If the width of the work permits, it shall in addition be rolled at right angles to the center line.

(x) Rolling shall be continued and so executed that all roller marks, ridges, porous spots and impressions are eliminated, and the resulting surface has the required grade and contour. Rolling shall proceed at a rate not to exceed two hundred and fifty (250) square yards per hour, per roller. To prevent adhesion of the mixture to the roller the wheels shall be kept properly moistened but excess water or oil will not be permitted. Along forms, curb headers and similar structures and all places not accessible with a roller, the mixture shall be thoroughly compacted by tampers. Such tampers shall weigh not less than twenty-five (25) pounds and shall have a tamping face of not more than fifty (50) square inches. The surface of the mixture after compressing shall be smooth and true to the established crown and grade. Any mixture which becomes loose and broken, mixed with dirt or in any way defective shall be removed and replaced with fresh mixture, which shall be immediately compacted to conform with the surrounding area. Areas of one (1) square foot or more showing an excess of bitumen shall be removed and replaced.

(xx) Spreading and compacting by hand methods will be permitted only by the engineer for particular locations in the work which because of irregularity, inaccessibility or other unavoidable obstacles do not allow for mechanical spreading and finishing. All hand or foot tools shall be approved by the engineer.

(y) The densities of the completed pavement shall be not less than ninety-two (92) percent of the calculated density of a voidless mixture composed of the same materials in like proportions. After final compression, samples will be taken from the completed pavements and when tested by standard laboratory methods shall show compliance with aforesaid density requirement. Any areas that do not meet this criteria shall be taken up and replaced by the Contractor at no expense to the City of Newton.

(z) Placing of the mixture shall be as nearly continuous as possible and the roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the course is to be discontinued for such length of time as would permit the mixture to attain initial stability. In all such cases, including the formation of joints as hereinafter specified, provisions shall be made for proper bond with the new surface for the full specified depth of the courses. Transverse joints shall be formed by cutting back on the previous days run so as to expose the full depth of the course. When the laying of the course is resumed, the exposed edge of the joint shall be painted with a thin coat of hot asphalt cement and the fresh mixture shall be raked against the joint. Hot smoothers or tampers shall be carefully employed in such a manner as to heat the old pavement sufficiently, without burning it, to insure proper bond and then rolled. The work of setting up or making these joints shall be performed by competent workmen who are capable of making a correct, clean and neat joint.

Method of Construction (Continued)

(aa) The lengths of lanes or strips of bituminous concrete in the base, binder and top courses shall be under control of the Engineer at all times. The Contractor shall lay such lengths as approved by the Engineer and then lay all adjacent strips to the full width of the roadway before being allowed to proceed ahead with other lanes. **The practice of laying lanes of bituminous concrete for such lengths that an unduly long period of time elapses before laying adjacent lanes shall not be allowed in order to ensure that adjacent seams are rolled hot.**

(ab) The finished surfaces shall present an even texture free from blemishes, ridge marks or imperfect spots and it shall be true as to line and grade. When tested with a sixteen (16) foot straight edge placed parallel with the center line of the surface course there shall be no deviation from a true surface in excess of one-quarter (1/4) of an inch. A ten (10) foot straight edge may be used on vertical curves.

(ac) If any soft or imperfect places or spots develop in the surface, all such places shall be removed and replaced with new material and then rolled until the edges at which the new work connects with the old becomes invisible. All such removal and replacement of unsatisfactory surfacing shall be done by the Contractor without additional compensation.

(ad) **Under Item 1D and Item 1N and Item 1W the Contractor shall apply leveling courses to the existing roadway in those locations designated by the Engineer in order to remedy any deficient gradient of the roadway prior to the application of the final top mix.**

(add) **Under Item 1D and Item 1N and Item 1W the Contractor shall install an approved monolithic curb/berm that is formed directly and immediately at the end of the screed during the placement of the overlay mat to ensure a seamless structure. In addition, during the course of the berm placement, the Contractor shall install integral sections of berm, and/or berm closures, in accordance with the directives shown on Item Sheet 3. All such work shall be completed immediately after the placement of the overlay mat to ensure that all mat and berm elements are blended and melded together to create a seamless and continuous structure and having an acceptable aesthetic appearance to the satisfaction of the Engineer.**

(ae) Subsequent to the application of the top mix the Contractor shall apply a heavy coat of tack coat to the seams where the new top mix meets the existing road surface. As the tack coat is applied the Contractor shall backsand the seam using clean fine graded masons sand.

(af) Upon completion of each day or nights work the Contractor shall remove all residual material from the site and shall dispose of it at no expense to the City of Newton.

(ag) **Supplemental traffic control measures shall be provided by the Contractor under Item 1D and Item 1N and Item 1W as each particular location will pose its own unique traffic and operational control problems. The means and methods used by the Contractor to channelize and/or control traffic shall be manufactured of first quality materials that provide an adequate visibility target value and conform to the latest MUCTD safety standards, especially concerning those supplemental traffic control devices that are deployed during nighttime operations. Temporary devices shall conform to the Temporary Traffic Control section of the most recent version of the Manual on Uniform Control Devices (MUTCD).Under this paragraph the Contractor shall deploy, move, redeploy and reposition such devices to the extent that a certain and adequate number of safety devices are moved forward with the work in order to protect both people and property from harm while at the same time channelizing traffic in the most efficient manner possible.**

Method of Construction (Continued)

(ah) In the event 'Manhole Protection Rings' have been deployed prior to the commencement of the paving operations, then under this item the Paving Contractor shall remove the rings, but only as the tack coat unit approaches them, and he shall carefully and responsibly stack them alongside the roadway and in such a responsible manner that they do not impede or in any way interfere with either pedestrian and/or vehicular traffic. The removal of the rings from the site, and the subsequent stockpiling activities at the designated DPW yard, shall be done and paid for under Item 2.

Method of Measurement

(ai) Under **Item 1D and Item 1N and Item 1W** the 1 ½"-2" bituminous concrete top mix, and any material used for leveling courses, shall be paid for by the **ton**, but only for that material which is ultimately applied to the roadway and is which is deemed acceptable and complete-in-place. The Contractor shall, immediately upon delivery of any bituminous concrete paving product, furnish the Engineer with a computer generated receipt that has been issued directly by the bituminous asphalt batching plant. This invoice shall clearly show the **tare weight and date of delivery** for each load of bituminous concrete which is ultimately furnished and placed. However **the Engineer reserves the right to adjust the tare weight** in the event the volume of material is; (1) not entirely used (2) the shipment has arrived on the site as already partially used (3) the material has been rejected either by the Contractor or the Engineer, and/or (4) if a field measurement subsequent to the installation of the material reveals inconsistencies in the amount of material allegedly used. The tare/weight slips are to be plant issued and shall bear the name of the vendor and shall **be surrendered to the Engineer immediately upon the delivery of the material. The City will have no obligation to pay for any errant slips which are forwarded after the paving operation has ceased.**

(aj) **The per ton payment shall include the cost of furnishing and applying the tack coat.**

Basis of Payment

*** The Contractor may elect NOT to bid the cost of fuel separately by inserting the term N/A** *(i.e. Not Applicable)* **in all item sheet entry lines of Item 0. 303FC. This is a mandatory requirement to verify that the Contractor has formally waived his option to bid the cost of all transportation & installation fuel(s) separately and has instead elected to factor his fuel costs into the bid prices of Item 1D, 1N, 1W and Item 2.**

(ak) Under **Item 1D** the Contractor will be paid the contract unit price per **ton** for **the bituminous concrete Type I-1 1 ½" –2" top mix and/or variable thickness leveling course(s) applied during the daytime**, **complete-in-place**, which unit price shall include full compensation for furnishing and applying the **tack coat**, the monolithic berm (as applicable), for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer, and as specified herein.

(al) Under **Item 1N** the Contractor will be paid the contract unit price per **ton** for **the bituminous concrete Type I-1 1 ½" top mix applied during the nighttime**, **complete-in-place**, which unit price shall include full compensation for the **tack coat**, **illumination equipment**, monolithic berm (as applicable), for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer, and as specified herein.

(all) Under **Item 1W** the Contractor will be paid the contract unit price per **ton** for **the bituminous concrete Type I-1 1 ½" top mix applied during the weekend**, **complete-in-place**, which unit price shall include full compensation for the **tack coat**, **illumination equipment**, monolithic berm (as applicable), for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer, and as specified herein.

(am) **The per ton payment shall include the cost of furnishing and applying the tack coat.**

Basis of Payment (Continued)

(an) **The fuel costs associated with the furnishing, delivery, discharge and installation of the 1 ½" bituminous concrete overlay and tack coat shall NOT include the cost of fuel, which is to be paid separately under Item 0. 303FC UNLESS the Contractor has formally waived this option, and in doing so has otherwise opted to include all fuel costs in the separate bid price of Item 1D, 1N and Item 2, and has verified his choice by inserting the term N/A** *(i.e. Not Applicable)* **in all item sheet entry lines of Item 0.303FC (This is a mandatory requirement to verify he has elected to factor his collective fuel costs into the separate bid prices of Item 1D, 1N, 1W and Item 2).**

SECTION 2

Item: 2 – REMOVE & STOCKPILE (CITY OWNED) MANHOLE PROTECTOR RINGS

Description

(a) Under **Item 2** the Contractor shall collect, pick up, transport and stockpile the City of Newton owned gate-box and/or manhole protector rings which were previously deployed under a separate contract and were removed from the roadway by the Contractor immediately prior to the tack coat application. During the course of these activities each ring shall become the responsibility of the Contractor until such time as they have been returned, carefully stacked/stockpiled at the **Elliot St. DPW yard,** and ultimately accounted for.

Materials

(b) The Contractor is advised that each Manhole Protector Ring (a.k.a. manhole safety ramps) typically weighs thirty (30) pounds each and are heavy-duty units that are equal to Part No. MSR10, MSR26 or MSR31, whichever is applicable, as supplied by American Highway Products Ltd..
(http://www.ahp1.com/safetyramp1.php)

Method of Administration

(c) The Contractor shall work closely with the Engineer to develop a mutually acceptable plan whereby the number of rings that are removed, and ultimately stockpiled by the Contractor, are most easily and most conveniently documented. However, the Engineers decision as to the final means and methods concerning the manner in which this program is administered shall take precedence.

(d) The Contractor shall remove each ring from the roadway upon approach of the pavement laden spreader and
(e) he shall immediately placed the ring in a location which is not to interfere with pedestrian and/or vehicular traffic. Subsequently, and no later than the end of the days work, the Contractor shall collect all (removed) rings and he shall deliver them to the centralized location at the Elliot St. DPW yard where he shall cause them to be neatly stacked.

(e) At no time shall the Contractors vehicle(s), used in these activities, leave the City of Newton while carrying any City owned manhole rings. **Any rings which are lost and/or damaged, due to the negligence of the Contractor to abide by this mandate, shall be replaced by the Contractor at no additional expense to the City**.

(f) The Contractor shall be further responsible for loading and unloading the rings onto and off of his service vehicle at the time of retrieval and stockpiling.

Method of Measurement

(g) The Contractor shall be paid for **each** gate-box or manhole protector ring removed from the site and carefully stockpiled at the Elliot St. DPW yard and ultimately verified by the Engineer.

Basis of Payment

(h) Under **Item 2** the Contractor will be paid the contract unit price for **each** City of Newton owned gate-box and/or manhole protector ring collected, picked-up, transported, appropriately stockpiled and ultimately accounted for. This unit price shall include full compensation for all labor materials, tools and equipment, and all incidentals necessary to complete the work under this Item, as directed by the Engineer, and as specified herein.

SECTION 3

Item: 3 – ALLOWANCE FOR PAYMENT OF POLICE OFFICERS
(THESE MONIES ARE TO BE PAID DIRECTLY THRU AN INTER-DEPARTMENTAL BILLING PROGRAM)

Description

(a) The Contractor is advised that payment of Police officers shall be performed by the City through inter-departmental billing procedures, **however under Item 3 the Contractor shall be completely responsible for ordering, and for canceling details on a day to day basis**. In the event the Contractor has ordered police details, and does not give the police department ample advance notice that work has been cancelled for that day due to inclement weather or for any other reason, **then the Contractor shall bear the expense of that billed detail.** To that end **t**he Contractor shall completely familiarize himself with the current policies regarding and/or regulating police details. In the event police detail requests cannot be completely filled to cover the Contractor's scheduled work for any particular day then the Contractor shall adjust his work schedule accordingly and shall not hold the City responsible for any loss of time, or for any other financial loss. However the City of Newton will grant an extension of time to the original contract term for each day lost due to insufficient police staffing.

(b) **When ordering, canceling and/or communicating with the Police Services personnel the Contractor shall identify;**

- **The Location of the Project**
- **The Contract Number** (to ensure proper billing procedures for accounting and routing purposes)
- **The work as a City funded contract** (to ensure surcharges are not applied)

In the event these criteria are not clearly stated the Contractor will be held responsible for any excess charges associated with this program.

(c) The administrative sum to be allowed for I**tem 3** shall be **fifty thousand dollars ($50, 000.00)**.

Basis of Payment

(d) Subject to the conditional citations set forth in **Paragraph (a) and (b**); Under **Item 3**, the invoiced amount(s) shall be paid directly to the City of Newton Police Department, and/or to the Massachusetts State Police, for services rendered by Police officers. **These payments shall be made through a direct inter-departmental billing and payment program administered by the Engineer, therefore a capital outlay by the Contractor will not be required.**

SECTION 4

Item: 4 – MISCELLANEOUS WORK ALLOWANCE (ENGINEERS DISCRETIONARY FUND)

Description

The intent of this section is not for work or materials typically incidental to other work items performed and/or rendered under this contract, or is for work and/or materials which are otherwise called for under these specifications, and/or for work which is indicated on the plans, but for work and materials which are unique in nature and rendered as a direct request of the Engineer. These items of work shall be completed only when and as directed by the Engineer. The Contractor may not proceed with any work under this section without the written notice of the Engineer to complete the work under the "Miscellaneous Work Allowance".

All work under this item shall be paid for by one or more or a combination of the following methods at the City's discretion:

a. Unit prices previously bid
b. An agreed lump sum
c. The actual cost of:

1. labor, including foreman;
2. materials entering permanently into the work;
3. the ownership or rental cost of construction plant & equipment during the time of use on the extra work;
4. power and consumable supplies for the operation of power equipment;
5. insurance;
6. social security and old age, and unemployment benefits.

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

The City shall retain a cash credit in full or in part, in the event that the final cost of materials and/or equipment is lower than the original cash allowance provided.

To the estimated cost or actual cost under (c) for work performed by subcontractors, there shall be added a fixed fee of ten per cent (10%) as compensation to cover the subcontractor's cost of supervision, overhead, profit and any other subcontract general expense, plus ten per cent (10%) as compensation to cover the General Contractor's cost of supervision, overhead, profit, bond, and any other general expenses.

Basis of Payment

Payment for work completed under **Item 4** shall be as specified above, in full or in part, as pre-approved by the Engineer.

SECTION 5

Item 5 – MATERIALS TESTING ALLOWANCE

Description

(a) The Contractor shall include in his bid an allowance of **five thousand dollars ($5,000.00)** for cylinders and for other tests conducted in the field and/or the laboratory as required by the Engineer for the control of the concrete, reclaimed pavement material, bituminous concrete pavement, or for any other material.

(b) The City will reimburse the Contractor the full amount of the material testing services provided when approved by the Engineer. The Contractor is required to submit to the City Engineer copies of evidence of payment.

Basis of Payment

(c) Under **Item 5** the Contractor will be paid the full invoice amount for approved and/or authorized material testing services conducted by an independent and qualified laboratory. **Under no circumstances will the City of Newton pay for any testing procedures which unreasonably exceed accepted industry standards (based upon three (3) additional independent quotes for similar testing procedures).**

END OF SECTION