CITY OF NEWTON

PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC BUILDINGS MAINTENANCE SERVICES

PROJECT MANUAL:

ACOUSTICAL CEILING TILE REPAIRS, INSTALLATIONS AND RELATED SERVICES

INVITATION FOR BID #16-102

(Re-Bid for IFB #16-86)

MULTIPLE AWARDS MAY BE MADE UNDER THIS BID

Bid Opening Date: June 2, 2016 at 10:30 a.m.

MAY 2016

Setti D. Warren, Mayor

CITY OF NEWTON

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ACOUSTICAL CEILING TILE REPAIRS, INSTALLATION AND RELATED SERVICES

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END OF SECTION

CITY OF NEWTON

PURCHASING DEPARTMENT

INVITATION FOR BID #16-102

The City of Newton invites sealed bids in accordance with M.G.L. c.149 from Contractors for

ACOUSTICAL CEILING TILE REPAIRS, INSTALLATIONS AND RELATED SERVICES

Bids will be received until **10:30 a.m., Thursday, June 2, 2016**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the dealine for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

It is the City's intent to award **as many as three (3) separate contracts** to the three responsive and eligible bidders offering the lowest Grand Totals as set forth in the bid form.

Contract Documents will be available online at the City's website: **www.newtonma.gov/bids**. after: **10:00 a.m., May 19, 2016.** Bidders are responsible for downloading the specifications from the City's web site at **www.newtonma.gov/bids** . Bidders are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #16-102) they have downloaded.

All General Bids must be accompanied by a copy of a "Certificate of Eligibility" (DCAMM Form CQ-7) issued by the Department of Capital Assest Management and Maintenance (DCAMM) and a "Contractor Update Statement" (DCAMM Form CQ-3). The category of work for which the Bidder must be certified**: Filed Sub BidderAcoustical Tile**

During the bidding period, the City of Newton shall make available, between the hours of 8:00 a.m. - 3:00 p.m., all facilities for all bidders to visit the facilities with designated City personnel. **The City strongly encourages each bidder to visit City sites; bidders will be responsible for all work under this Contract whether they visit the facilities or not.** *Bidders may contact Art Cabral or Hank Milo / Public Buildings to arrange viewing (617) 796-1600.*

The term of this contract **shall extend from July 1, 2016 through June 30, 2017**. The City, at its sole discretion, shall have the option to renew this Contract for **two (2) additional one (1) year terms**, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. 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 extend permitted by the law the City will retain all bid deposits for withdrawn bids.**

All bids shall be submitted as one ORIGINAL and one COPY.

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 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 Primary Contractor will be required to furnish **Performance** and **Labor and Materials Payment Bonds, each in the amount of 100%** of its bid amount. Each other contractor will be required to furnish **Performance** and **Labor and Materials Payment Bonds each in the amount the greater of** (i) 20% of its bid amount or (ii) 20% of the total value of its work under the contract.

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.

The City may reject any and all proposals in accordance with applicable law. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer
May 19, 2016

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 Specifications (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 local conditions 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 only answer such requests if received by **Friday, May 27, 2016 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.

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 communication.

2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.

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 procurement process.

2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it 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 #16-102**.

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 submisssion date. **Be advised that to the extent permitted by the 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: **#16-102**

* NAME OF PROJECT: **Acoustical Ceiling Tile Repairs, Installation and Related Services**

* 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.**

4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.

1. This requirement will apply to any general bid or sub bid submitted.
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 law will disqualify you from bidding on public contracts.

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 may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

7.1 The City, based on estimated work hours and estimated materials, is soliciting bids to provide the services set forth in the attached Specifications for "On Call" Acoustical Ceiling Tile Repairs, Installations and Related Services. It is the City's intent to award up to three (3) separate contracts to the three responsive and eligible Bidders offering the lowest Bid Total as set forth in their respective Bid Forms #16-102. Contracts will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids. The Primary Contract will be awarded to the bidder submitting the lowest price Bid Total. The Primary Contractor shall provide services for routine services described herein. In the event that the Primary Contractor is unable to provide requested services under the contract, the City shall request the services from the second lowest bidder. If that bidder is unable to provide such services, it shall go to the third lowest bidder and so forth. In addition the City reserves the right, should it so elect, to solicit estimates of the number of hours needed to complete work identified by the City as a special project. The City will obtain an estimate of hours from the Primary Contractor as well as the two (2) other contractors selected as lowest responsive and eligible bidders. The work on such special project will be given to the one of the three contractors whose number of hours times its hourly rate(s) results in the lowest special project price. A "special project" is one for substantial nonrecurring work involving such things as the drawing of permits or architect's drawings, or a project with a cost of more than $25,000.

7.2 The City 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 listed in the specifications. Such specifications are permitted under M.G.L. c. 30, §39M(b), provided that the City states in writing that use of the proprietary specification is in its best interest and that it will accept an "equal" of the item specified. An item is considered equal if (i) it is at least equal in quality, durability, appearance, strength, and design; (ii) will perform the intended function at least equally; and (iii) conforms substantially, even with deviations, to the detailed requirements contained in the specifications. In the event that the Bidder wishes to substitute an equal item, it may do so either in its bid or proposal or after the contract is awarded but before a contract is executed, it being understood that the award shall be conditioned on the Bidder providing the item originally specified or an equal item accepted by the City and identified in the contract. In no event shall the Bidder be entitled to offer, or the City obliged to consider, the substitution of an item as equal after execution of a contract. In the event the Bidder substitutes or attempts to substitute an "equal" item after that date, it shall be in breach thereof and be liable for actual and consequential damages resulting from its failure to perform as agreed. The City shall have the sole right to determine whether or not said item is equal.

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.

ARTICLE 10 – ENVIRONMENTALLY PREFERABLE PRODUCTS

10.1 The City encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The city encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition. This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However you respond, the City will not take your information into account in evaluating bid proposals.

10.2 Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

ACOUSTICAL CEILING TILE REPAIRS, INSTALLATIONS AND RELATED SERVICES
BID FORM #16-102

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required for **Acoustical Ceiling Tile Repairs, Installations and Related Services** in Newton, Massachusetts in accordance with the accompanying plans and specifications prepared by the City of Newton for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

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

C. The proposed contract price is:

_____

(Bid Total of A through D on the Itemized Bid Form at pp. 12-13 below.)

DOLLARS ($ _____)

For Alternate No. __N/A___ Add $ _____N/A_____; Subtract $ ___N/A_____

The undersigned has completed and submits herewith the following documents:

- A five percent (5%) bid deposit/bid guarantee.
- Signed Bid Form, 3 pages
- Certificate of Eligibility for Acoustical Tile (DCAM Form CQ7), Supplied by Bidder
- Update Statement (DCAM Form CQ3), Supplied by Bidder
- Itemized Bid Form, 2 page
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page

D. The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if s/he is selected as general contractor, s/he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

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 s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that 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.

G. Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder's goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

Date _____

_____
(Name of General Bidder)

BY:_____
(Signature)

_____
(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; and if an individual, give residential address if different from business address.

END OF SECTION

PUBLIC BUILDINGS MAINTENANCE SERVICE:

ACOUSTICAL CEILING TILE REPAIRS, INSTALLATIONS AND RELATED SERVICES

ITEMIZED BID FORM #16-102

Bidder submits the following itemized pricing for the maintenance and repair services described in the Project Manual.

All quantities shown below are estimates only of the City's requirements during the contract term. The City will direct the contractor to perform only that work which is actually required. The contractor will be compensated only for that work which is actually performed.

The lowest bid shall be the Bid Total for Items A through D below.. The definition of "Standard Rate" is set forth in Para. 1.09(1) at pp. 45-46 below; the definition of "Premium Rate" is set forth in Para. 1.09(2) at p. 46 below;

A. Repairs - . Classrooms, Office Areas, Kitchens, Toilets

1. Standard Rate

Standard Rate $/HR_____X 300 HRS = $_____

2. Premium Rate

Premium Rate $/HR_____X 50 HRS = $_____

3. Allowance for materials (Para. 1.09(3))

= $ 5,000.00

Total (Items 1 through 3) = $_____

B. Repairs - Auditoriums, Gymnasiums, Cafeterias, Stairwells, Corridors

1. Standard Rate

Standard Rate $/HR_____X 150 HRS = $_____

2. Premium Rate

Premium Rate $/HR_____X 50 HRS = $_____

3. Allowance for materials (Para. 1.09(3)) = $ 5,000.00

Total (Items 1 through 3) = $_____

C. New Installations - Classrooms, Office Areas, Kitchens, Toilets

1. Standard Rate

Standard Rate $/HR_____X 1,500 HRS = $_____

2. Premium Rate

Premium Rate $/HR_____X 250 HRS = $_____

3. Allowance for materials (Para. 1.09(3))

= $ 50,000.00

Total (Items 1 through 3) = $_____

D. **New Installations - - Auditoriums, Gymnasiums, Cafeterias, Stairwells, Corridors**

1. Standard Rate

Standard Rate $/HR_____X 500 HRS = $_____

2. Premium Rate

Premium Rate $/HR_____X 250 HRS = $_____

3. Allowance for materials (Para. 1.09(3))

= $ 25,000.00

Total (Items 1 through 3) = $_____

BID TOTAL (Items A through D) = $_____

COMPANY: _____

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 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 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

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

Mayor
Setti D. Warren

Date

Vendor

Re: Debarment Letter for Invitation For Bid #16-102

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 Sixteen 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:

I. **SCOPE 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:

Acoustical Ceiling Tile Repairs, Installations and Related Services

II. **CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

a. This CITY-CONTRACTOR Agreement;

b. The City's Invitation For Bid #16-102 issued by the Purchasing Department;

c. The Project Manual for **Acoustical Ceiling Tile Repairs, Installation and Related Services** 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, Work Orders, or Change 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. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

III. **PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

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

V. **CONTRACT TERM.** The term of this contract **shall extend from July 1, 2016 through June 30, 2017**. The City shall have the option, at its sole discretion, to renew this contract for two (2) additional one (1) year terms. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

VI. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid for work performed in accordance with the provisions contained in the Project Manual and applicable state law.

VII. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

VIII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor 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 work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

IX. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or 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 Contractor, within a reasonable time, shall at its own 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.

X. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

XI. **TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.

XII. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XIII. **SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XIV. **AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

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

I hereby certify that funds are available in the following account numbers:
01-115-02-52407
01-115-03-52407
01-115-06-52407
98550690-52407

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 Buildings

Date_____

Approved as to Legal Form and Character

By_____
Associate City Solicitor

Date_____

CONTRACT AND BONDS 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 (Mandatory)

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

Print Name: _____

Date: _____

OR

_____
Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* 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

PERFORMANCE 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 _____ _, 2016 for the construction of _____ in Newton, Massachusetts.

(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ___day of _____ 2016.

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

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 _____ _, 2016, 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_____2016.

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

GENERAL CONDITIONS
OF THE CONTRACT
FOR NON-TECHNICAL SERVICES

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

1.0 SCOPE OF SERVICES

1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.

1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.

1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.

2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.

3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.

4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.

4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such proposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractors noncompliance.

9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

12.0 INSURANCE REQUIREMENTS

12.1 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

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 12.0 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.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) 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.

12.5 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.

13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor’s relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor’s principals, employees, agents and/or representatives occasioned by or resulting from the Contractor’s performance under this Contract.

20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

PUBLIC BUILDING MAINTENANCE CONTRACT
SUPPLEMENTAL CONDITIONS
COMMONWEALTH OF MASSACHUSETTS & CITY OF NEWTON

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SUPPLEMENTAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS

Article 1. METHOD OF PAYING SUBCONTRACTORS

(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

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

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

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

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct form 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 a 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 for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

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

Article 2. METHOD OF PAYING GENERAL CONTRACTORS

(General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:--Within fifteen days (forty-five days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the

amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

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

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Article 3. CLAIMS FOR UNFORESEEN CONDITIONS

(General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Article 4. CLAIMS FOR DELAY

(General Laws, Chapter 30, Section 390 as added by Chapter 116 of the Acts of 1973)

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay,

interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption of failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT

(General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

Article 6. PREFERENCE IN EMPLOYMENT, WAGES

(General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Article 7. HOURS OF WORK

(General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the

contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

Article 8. WORK BY FOREIGN CORPORATIONS

(General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests
proposals, bids or subbids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the Commonwealth.

END OF SUPPLEMENTAL CONDITIONS

BUILDING MAINTENANCE SERVICE CONTRACT

SPECIAL CONDITIONS

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

1.0 SUMMARY OF WORK

A. The Work under the Contract consists of:

1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein,in accordance with all specifications and requirements of the Project Manual.

2. All work either shown on the Drawings (if any) or included in the specifications 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 Contract Documents 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. Providing and restoring, where appropriate, all temporary facilities.

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.

2.0 PROJECT SITE

A. The areas of work for this contract shall be various buildings within the City of Newton as specified on Work Orders to be issued from time to time during the term of this Contract.

3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Building Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.

B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.

C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.

D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

4.0 PAYMENT

A. Upon completion of the work specified in the Work Order, the Contractor may submit an invoice to the Public Building Department for the work performed. The Contractor will be paid only upon accepted completion of the work authorized. It shall be Contractor's responsibility to notify the Public Building Department upon completion of the work and to insure the work is promptly inspected by a Building Department representative.

5.0 COMMUNICATIONS

A. All notices, demands, requests, instructions, approvals and claims must be in writing.

B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.

C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

6.0 PLANS AND SPECIFICATIONS

A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

7.0 COORDINATION

The Contractor shall:

A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.

B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

8.0 CONDUCT OF THE WORK

A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.

B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.

C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.

D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

9.0 ALTERATION

A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

10.0 GENERAL DIRECTIONS

A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilties and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the City.

11.0 TEMPORARY UTILITIES

A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Building Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

12.0 SUBMISSION OF PAYROLLS

A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

13.0 DRAWINGS (IF APPLICABLE)

A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.

B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.

C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

14.0 MATERIALS

A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words “or approved equal” if not inserted are implied.

B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. 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 public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

C. 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. 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 Contractor’s expense.

D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.

E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitutuin is more costly, the Contracotr shall pay for such costs

15.0 WARRANTY AND INDEMNIFICATION

A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands. losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.

B. 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 caused in part by a party indemnified hereunder.

END OF SECTION

SPECIFICATIONS
ACOUSTICAL CEILING REPAIRS,
INSTALLATIONS AND RELATED SERVICES

FY2017

PART I - GENERAL

1.01 DESCRIPTION

Provide the labor, materials, equipment, tools, transportation and supervision necessary to accomplish the removal and replacement and installation of designated suspended acoustical ceiling panels and other suspended ceiling components at Schools, City Hall and other City owned Public Buildings as directed by the Public Buildings Department during the period of July 1, 2016 through June 30, 2017 with the option to extend for two (2) additional one year periods (i.e. July 1, 2017 through June 30, 2018 and July 1, 2018 through June 30, 2019).

1.02 QUALITY ASSURANCE

A. Qualifications of Workmen:

Provide sufficient skilled workmen and supervisors who shall be present at all times during execution of the work and who shall be thoroughly familiar with the work involved and the materials and techniques specified.

B. Rejection:

In the acceptance or rejection of the work and results, no allowance will be made for lack of skill on the part of the workmen.

1.03 JOB CONDITIONS

A. Scheduling:

1. Before commencing work, contact the Public Buildings Department (phone (617) 796-1600) or email (publicbuildings@newtonma.gov) and/or the Building Custodian to determine the exact location and extent of required work.

2. The Building Custodian will provide access, water and electrical outlets to all areas where the servicing is required.

B. Notification:

Within twenty-four (24) hours after services have been completed, notify the Public Buildings Department by phone (617) 796-1600) or email (address to be given to the successful bidder) that the required work has been completed.

C. Discrepancies:

In the event that the removal and/or replacement work cannot be satisfactorily completed, advise the Public Buildings Department prior to leaving the area of services or assume the responsibility for and rectify unsatisfactory results at no additional cost to the City.

D. Existing Conditions:

Bidders are advised that suspended ceiling components and methods of installation varies from building to building. Bidders shall visit the buildings to acquaint themselves with the conditions and shall base their bids accordingly.

E. Meetings and Estimates:

1. The Contractor shall agree to meet with the Public Buildings Department, when requested, for the discussion and review of various problems encountered, and to provide a written status report at each meeting.

2. The Contractor shall, at the request of the City, investigate and offer "Not to Exceed" Time and Materials estimates quotations of work to be done, at no cost to the City. These estimates shall be submitted within 5 calendar days from the date of the request from the City of Newton unless granted an extension in time in writing from the City of Newton.

1.04 PROCEDURE

A. Work Order

1. The Contractor shall have with him, on each service call, a work order listing the square foot area serviced for that call. This work order must be signed by the custodian or the department representative as evidence of the number of square feet of area serviced.

2. A copy of the signed order shall be attached to its appropriate invoice.

3. The Contractor may use his own work order form or one supplied by the City. A facsimile of the City's form is included at the end of this Specification.

B. Invoicing

1. Invoices, one for each building, must be mailed induplicate within three (3) days after each service call has been completed to:

Public Buildings Department
52 Elliot Street
Newton Highlands, MA 02461

2. Each invoice must reflect the Work Order Number assigned to that service call:

a. The work order number consists of 6 digits, (e.g. 123456, 234567 etc.)

3. Each invoice shall be based on the square foot cost of the area serviced, including labor and materials, in accordance with the Bidding Schedule.

1.05 BIDDING SCHEDULE

A. Listing

1. Contract rates required to be listed shall be the total square foot compensation for each type of ceiling system as noted in these specifications and shall include materials, labor, overhead, profit, travel and any other item in connection therewith.

B. Labor Charges

1. Repair Work:

A. Classrooms, Office Areas, Kitchens, Toilets

a. Day Labor Rates shall be billed for work performed Monday through Friday 8:00 a.m. to 4:30 p.m.

b. Evening Labor Rates shall be billed for work performed Monday through Thursday 4:30 p.m. to 8:00 a.m.

c. Weekend Labor Rates shall be billed for work performed between 4:30 p.m. Friday to 8:00 a.m. Monday.

d. Holiday Labor Rates shall be billed for work performed between 4:30 p.m. the day preceding the Legal Holiday(s) through 8:00 a.m. the day after the Legal Holiday(s).

B. Auditoriums, Gymnasiums, Cafeterias, Stairwells, Corridors

a. Day Labor Rates shall be billed for work performed Monday through Friday 8:00 a.m. to 4:30 p.m.

b. Evening Labor Rates shall be billed for work performed Monday through Thursday 4:30 p.m. to 8:00 a.m.

c. Weekend Labor Rates shall be billed for work performed between 4:30 p.m. Friday to 8:00 a.m. Monday.

d. Holiday Labor Rates shall be billed for work performed between 4:30 p.m. the day preceding the Legal Holiday(s) through 8:00 a.m. the day after the Legal Holiday(s).

2. New Installation:

A. Classrooms, Office Areas, Kitchens, Toilets

a. Day Labor Rates shall be billed for work performed Monday through Friday 8:00 a.m. to 4:30 p.m.

b. Evening Labor Rates shall be billed for work performed Monday through Thursday 4:30 p.m. to 8:00 a.m.

c. Weekend Labor Rates shall be billed for work performed between 4:30 p.m. Friday to 8:00 a.m. Monday.

d. Holiday Labor Rates shall be billed for work performed between 4:30 p.m. the day preceding the Legal Holiday(s) through 8:00 a.m. the day after the Legal Holiday(s).

B. Auditoriums, Gymnasiums, Cafeterias, Stairwells, Corridors

a. Day Labor Rates shall be billed for work performed Monday through Friday 8:00 a.m. to 4:30 p.m.

b. Evening Labor Rates shall be billed for work performed Monday through Thursday 4:30 p.m. to 8:00 a.m.

c. Weekend Labor Rates shall be billed for work performed between 4:30 p.m. Friday to 8:00 a.m. Monday.

d. Holiday Labor Rates shall be billed for work performed between 4:30 p.m. the day preceding the Legal Holiday(s) through 8:00 a.m. the day after the Legal Holiday(s).

1.06 SAFETY

Take the necessary precautions for the safety of employees on the work, and comply with applicable OSHA provisions to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Erect and properly maintain, at all times, as required by the conditions and progress of the work, necessary safeguards for the protection of workmen and the public, and post danger signs warning against the hazards created by such features of construction as protruding hoists, scaffolding and falling material.

1.07 SUBMITTALS

A. Materials List

As a condition to the Award of Contract

B. Manufacturer's Recommendations

1.08 PRODUCT HANDLING

A. Protection:

Use appropriate means necessary to protect materials before, during, and after installation and to protect adjacent existing surfaces and furnishings.

B. Replacements:

In the event of damage to City property, immediately make repairs and replacements necessary to the approval of the Public Buildings Department and at no additional cost to the City.

C. Storage:

Materials required for the completion of this work shall be stored at the Contractor's storage area and at his expense. Bring only enough materials necessary to complete each day's work. The City will assume no responsibility for lost, stolen or damaged materials left at the buildings.

1.09 LABOR CHARGES

Bidders shall submit on the Bid Form in the Project Manual a unit price unit of measure for each type of service. The price bid shall include all materials, labor, equipment, supervision, travel, expenses, overhead, profit, travel costs and other charges for the completion of these specifications.

1. Standard Rate:

a. The Contractor shall perform routine work within the specifications of this bid as directed by the City during the term of this contract. The Contractor shall be compensated for such repairs at the Standard Rate shown on the bid form.

b. The Standard Rate shall apply to any repair that does not meet the criteria for Premium Rate.

2. Premium Rate

a. The Premium Rate shall apply to any work that the city requests the Contractor to commence between 5:00 p.m. and 8:00 a.m., Monday through Friday, and anytime on Saturday or Sunday, or any installation which the City requires the Contractor to commence within 72 hours or less of notification.

b. The Contractor shall be compensated for Premium Rate repairs at the Premium Rate shown on the bid form. Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the City has given prior authorization to treat the work as a Premium Rate replacement.

3. Material Prices

All materials shall be invoiced at contractors **cost plus 10%.** Copies of the Contractor's own purchase invoices reflecting actual costs shall be submitted with to the City of Newton when requested by the Public Buildings Department Facilities Manager.

4. Each invoice shall have a breakdown of labor and materials.

2.01 SUSPENDED CEILING SYSTEMS

A. General:

1. Exposed Tee Type - 24” X 24”, and 24” X 48”
2. Concealed Spline type - 12” X 12”

B. Ceiling Panels - Patching:

Ceiling panels shall be the same dimension, quality, texture, finish and fire rating as existing panels.

C. Ceiling Panels - New Installations:

1. General Spaces:

a. Exposed Tee Type - 24” X 24” X 5/8” square edge, natural fissured, standard lay-in panels by Armstrong, or approved equal.

b. Exposed Tee Type - 24” X 48” X 5/8” square edge, natural fissured, standard lay-in panels by Armstrong, or approved equal.

c. Concealed Spline type - 12” X 12” X 5/8” Butt K & R square edge, natural fissured, standard concealed tile by Armstrong, or approved equal.

2. Kitchens, Toilets, and Humid Spaces:

a. Dune 1773, 24” X 48” X 5/8” square edge, natural fissured, standard lay-in panels by Armstrong, or approved equal.

D. Suspension Systems - New Installation:

1. General Spaces:

a. Exposed Tee Type – Prelude 7300 system, intermediate duty, white, by Armstrong, or approved equal.

b. Concealed Spline Type – Prelude 7300 system, intermediate duty, white, by Armstrong, or approved equal

c. Reveal Spline Type – Silhouette 7600 system, intermediate duty, white, by Armstrong, or approved equal.

2. Kitchens, Toilets, and Humid Spaces:
All aluminum system to accommodate Dune 1773 tile, by Armstrong, or approved equal.

2.02 OTHER MATERIALS

Other materials, not specifically described but required for a complete and proper operation, shall be first quality of their respective kinds and subject to approval by the Public Buildings Department.

PART 3 - EXECUTION

3.01 PREPARATION

A. Protection:

Before removal or replacement work is started, take necessary steps to insure that adjacent areas are protected from damage, as a result of this work. Adjacent areas damaged as a result of this work shall be promptly repaired at no expense to the City.

B. Traffic Circulation:

Coordinate the work with appropriate building officials to insure safe, normal operations and minimum inconvenience to occupants.

3.02 REMOVAL AND REPLACEMENT

A. Removal:

After identifying the exact limits of areas designated to be removed, carefully remove designated ceiling panels and ceiling suspension components necessary to insure a complete replacement. Promptly dispose of removed components from the building. Use of the City's disposal system is strictly prohibited.

B. Replacement:

1. Replace missing and removed ceiling suspension components. Components shall be installed in accordance with ASTM C636 "Installation of Metal Ceiling Suspension Systems". Ceiling suspension components shall be supported by 12 gauge hanger wire nominally four (4) feet on center. Perimeter supports, main runners and cross tees shall be installed level and shall fit tight at walls and corners. If replacement of the entire ceiling suspension system is required, main runners and cross tees shall be centered and spaced so as to produce equal size panels at ends of room.

2. Replace missing and removed ceiling panels to match existing. Replacement panels are to be installed in accordance with manufacturer's recommendations and shall be installed so as to produce a neat and finished appearance.

C. New Installations:

1. After identifying the exact limits of areas designated to have the new ceiling installation to be installed, carefully measure the remove designated area for ceiling panels and ceiling suspension components necessary to insure a complete installation. Promptly dispose of any debris from the installation from the building. Use of the City's disposal system is strictly prohibited.

2. All Components shall be installed in accordance with ASTM C636 "Installation of Metal Ceiling Suspension Systems". Ceiling suspension components shall be supported by 12 gauge hanger wire nominally four (4) feet on center. Perimeter supports, main runners and cross tees shall be installed level and shall fit tight at walls and corners. Main runners and cross tees shall be centered and spaced so as to produce equal size panels at ends of room.

3.03 CLEANUP

A. Clean up dirt and debris caused by this work and remove same from premises in refuse containers.

B. Leave the premises in a neat and clean condition to the satisfaction of the Public Buildings Department.

4.01 FACILITIES

A. During the bidding period, the City of Newton shall make available, between the hours of 8:00 a.m. - 3:00 p.m., all facilities for all bidders to visit the facilities with designated City personnel; bidders will be responsible for all work under this Contract whether they visit the facilities or not.

B. Facility Locations

SCHOOL DEPARTMENT:

Angier School	1697 Beacon Street, Waban 02468
Bigelow Middle School	42 Vernon Street, Newton 02458
Bowen School	280 Cypress Street, Newton Centre 02459
Brown Middle School	125 Meadowbrook Road, Newton Centre 02459
Burr School	171 Pine Street, Auburndale 02466
Cabot School	229 Cabot Street, Newtonville 02460
Countryside School	191 Dedham Street, Newton Highlands 02461
Day Middle School	21 Minot Place, Newtonville 02460
Ed Center	100 Walnut Street, Newtonville 02460
Franklin School	125 Derby Street, West Newton 02465
Lincoln-Eliot School	191 Pearl Street, Newton 02458
Horace-Mann School	687 Watertown Street, Newtonville 02460
Mason-Rice School	149 Pleasant Street, Newton Centre 02459
Memorial-Spaulding School	250 Brookline Street, Newton Centre 02459
Newton North High School	457 Walnut Street, Newtonville 02460
Oak Hill Middle School	130 Wheeler Road, Newton Centre 02459
Peirce School	170 Temple Street, West Newton 02465
South High School	140 Brandeis Road, Newton Centre 02459
South High Auto Shop	Brandeis Road, Newton Centre 02459
Underwood School	101 Vernon Street, Newton 02458
Ward School	10 Dolphin Road, Newton Centre 02459
Williams School	141 Grove Street, Auburndale 02466
Zervas School	30 Beethoven Avenue, Waban 02468

PUBLIC BUILDINGS DEPARTMENT:

Public Buildings Department	52 Elliot Street, Newton Highlands 02461
City Hall & War Memorial	1000 Commonwealth Ave. Newton Center 02459
Kennard Estate	246 Dudley Road, Newton Centre 02459
Public Bldgs. Dept.Annex	R525 Winchester Street, Newton Highlands 02461
Carr School	225 Nevada Street, Newton 02495

PUBLIC WORKS DEPARTMENT:

Crafts Street Stable	92 Crafts Street, Newtonville 02460
Crafts Street Garage	110 Crafts Street, Newtonville 02460
Elliot Street Stable	70 Elliot Street, Newton Highlands 02461
Elliot Street Garage	80 Elliot Street, Newton Highlands 02461
Water/Sewer Facility	60 Elliot Street, Newton Highlands 02461

POLICE DEPARTMENT FACILITIES:

Police Headquarters	1317 Washington Street, West Newton 02465
Police Garage (rear)	1321 Washington Street, West Newton 02465
Police Annex	25 Chestnut Street, West Newton 02465

MISCELLANEOUS BUILDINGS:

Health Department	1294 Centre Street, Newton Centre 02459
Jackson Homestead	527 Washington Street, Newton 02458
Senior Citizen Center	345 Walnut Street, Newtonville 02460

FIRE DEPARTMENT FACILITIES:

Fire Alarm Headquarters	1164 Centre Street, Newton Centre 02459
Fire Station #1	241 Church Street, Newton 02458
Fire Station #2	1750 Commonwealth Avenue, West Newton 02465
Fire Station #3	31 Willow Street, Newton Centre 02459
Fire Station #4	195 Crafts Street, Newtonville 02460
Fire Station #7	144 Elliot Street, Newton Upper Falls 02464
Fire Station #10	755 Dedham Street, Newton Centre 02459

LIBRARY DEPARTMENT FACILITIES:

Main Library	330 Homer Street, Newton Centre 02459
Auburndale Library	375 Auburn Street, Auburndale 02466
Newton Corner Library	124 Vernon Street, Newton 02458
Nonantum Library	114 Bridge Street, Newton 02495
Waban Library	1608 Beacon Street, Waban 02468

PARKS AND RECREATION DEPARTMENT:

Recreation Headquarters	70 Crescent Street, Auburndale 02466
Recreation Garage	70R Crescent Street, Auburndale 02466
Albemarle Field House	250 Albemarle Road, Newtonville 02460
Auburndale Field House	W. Pine Street, Auburndale 02466
Bullough Pond Shelter	Bullough Park, Newton Centre 02459
Burr Field House	142 Park Street, Newton 02458
Cabot Field House	101 East Side Parkway, Newtonville 02460
Crystal Lake Bath House	16 Rogers Street, Newton Highlands 02461
Gath Pool Facility	256 Albemarle Road, Newtonville 02460
Hawthorne Playground	17 Hawthorne Street, Newton 02495
Nahanton Field House	Nahanton Street, Newton Highlands 02461
Newton Highlands	10 Winchester Street, Newton Highlands 02461

Newton Centre Hut 81 Tyler Terrace, Newton Centre 02459

(Additional facilities may be added to this list of locations, should those facilities become the property of the City of Newton.)

END OF SPECIFICATION

CITY OF NEWTON PUBLIC BUILDINGS DEPARTMENT

SERVICE CONTRACTOR WORK ORDER

DATE ---------- BUILDING ----------

CONTRACTOR ---------- CONTROL

JOB DESCRIPTION ----------

TIME

ARRIVE AM	----------	PM	----------
DEPART AM	----------	PM	----------

NUMBER OR CONTRACTOR PERSONNEL ON THE JOB

TOTAL MAN HOURS EXPENDED ON THIS JOB

MATERIALS USED ----------

REMARKS ----------

SENIOR CUSTODIAN'S SIGNATURE ----------

NOTES

1. The Senior Custodian's signature signifies that the Number of hours is listed correctly by the Contractor.

2. A copy of this form must be attached to the original Invoice in order for the Contractor to receive payment.

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

RONALD L. WALKER, II
Secretary
WILLIAM D MCKINNEY
Director

Awarding Authority: City of Newton
Contract Number: #16-102 **City/Town:** NEWTON
Description of Work: Annual Acoustical Ceiling Repair and Installation Service Contract

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

Issue Date: 05/10/2016 **Wage Request Number:** 20160510-063

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2015	$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*	12/01/2015	$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*	12/01/2015	$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)*	08/01/2015	$88.29	$9.80	$19.23	$0.00	$117.32
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR *LABORERS - ZONE 1*	12/01/2015	$36.10	$7.45	$13.55	$0.00	$57.10
	06/01/2016	$36.85	$7.45	$13.55	$0.00	$57.85
	12/01/2016	$37.85	$7.45	$13.55	$0.00	$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	12/01/2015	$34.38	$10.40	$5.95	$0.00	$50.73
ASPHALT RAKER *LABORERS - ZONE 1*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.73	$10.00	$14.90	$0.00	$68.63
	06/01/2016	$44.48	$10.00	$14.90	$0.00	$69.38
	12/01/2016	$45.73	$10.00	$14.90	$0.00	$70.63
	06/01/2017	$46.73	$10.00	$14.90	$0.00	$71.63
	12/01/2017	$47.73	$10.00	$14.90	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.73	$10.00	$14.90	$0.00	$68.63
	06/01/2016	$44.48	$10.00	$14.90	$0.00	$69.38
	12/01/2016	$45.73	$10.00	$14.90	$0.00	$70.63
	06/01/2017	$46.73	$10.00	$14.90	$0.00	$71.63
	12/01/2017	$47.73	$10.00	$14.90	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER *LABORERS - ZONE 1*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 1*	12/01/2015	$36.10	$7.45	$13.55	$0.00	$57.10
	06/01/2016	$36.85	$7.45	$13.55	$0.00	$57.85
	12/01/2016	$37.85	$7.45	$13.55	$0.00	$58.85
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BOILER MAKER *BOILERMAKERS LOCAL 29*	01/01/2016	$41.62	$6.97	$16.21	$0.00	$64.80
	01/01/2017	$42.92	$6.97	$16.21	$0.00	$66.10

Apprentice - *BOILERMAKER - Local 29*

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	$27.05	$6.97	$10.54	$0.00	$44.56
2	65	$27.05	$6.97	$10.54	$0.00	$44.56
3	70	$29.13	$6.97	$11.35	$0.00	$47.45
4	75	$31.22	$6.97	$12.16	$0.00	$50.35
5	80	$33.30	$6.97	$12.97	$0.00	$53.24
6	85	$35.38	$6.97	$13.78	$0.00	$56.13
7	90	$37.46	$6.97	$14.59	$0.00	$59.02
8	95	$39.54	$6.97	$15.40	$0.00	$61.91

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	$27.90	$6.97	$10.54	$0.00	$45.41
2	65	$27.90	$6.97	$10.54	$0.00	$45.41
3	70	$30.04	$6.97	$11.35	$0.00	$48.36
4	75	$32.19	$6.97	$12.16	$0.00	$51.32
5	80	$34.34	$6.97	$12.97	$0.00	$54.28
6	85	$36.48	$6.97	$13.78	$0.00	$57.23
7	90	$38.63	$6.97	$14.59	$0.00	$60.19
8	95	$40.77	$6.97	$15.40	$0.00	$63.14

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (NEWTON)*	02/01/2016	$49.86	$10.18	$19.14	$0.00	$79.18
	08/01/2016	$50.76	$10.18	$19.22	$0.00	$80.16
	02/01/2017	$51.33	$10.18	$19.22	$0.00	$80.73

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.93	$10.18	$19.14	$0.00	$54.25
2	60	$29.92	$10.18	$19.14	$0.00	$59.24
3	70	$34.90	$10.18	$19.14	$0.00	$64.22
4	80	$39.89	$10.18	$19.14	$0.00	$69.21
5	90	$44.87	$10.18	$19.14	$0.00	$74.19

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.38	$10.18	$19.22	$0.00	$54.78
2	60	$30.46	$10.18	$19.22	$0.00	$59.86
3	70	$35.53	$10.18	$19.22	$0.00	$64.93
4	80	$40.61	$10.18	$19.22	$0.00	$70.01
5	90	$45.68	$10.18	$19.22	$0.00	$75.08

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.31	$10.00	$14.90	$0.00	$68.21
	06/01/2016	$44.06	$10.00	$14.90	$0.00	$68.96
	12/01/2016	$45.29	$10.00	$14.90	$0.00	$70.19
	06/01/2017	$46.28	$10.00	$14.90	$0.00	$71.18
	12/01/2017	$47.27	$10.00	$14.90	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2015	$36.45	$7.45	$13.75	$0.00	$57.65
	06/01/2016	$37.20	$7.45	$13.75	$0.00	$58.40
	12/01/2016	$38.20	$7.45	$13.75	$0.00	$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2015	$35.30	$7.45	$13.75	$0.00	$56.50
	06/01/2016	$36.05	$7.45	$13.75	$0.00	$57.25
	12/01/2016	$37.05	$7.45	$13.75	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2015	$35.30	$7.45	$13.75	$0.00	$56.50
	06/01/2016	$36.05	$7.45	$13.75	$0.00	$57.25
	12/01/2016	$37.05	$7.45	$13.75	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR *LABORERS - ZONE 1*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	03/01/2016	$37.10	$9.80	$16.82	$0.00	$63.72
	09/01/2016	$38.08	$9.80	$16.82	$0.00	$64.70
	03/01/2017	$39.05	$9.80	$16.82	$0.00	$65.67
	09/01/2017	$40.06	$9.80	$16.82	$0.00	$66.68
	03/01/2018	$41.06	$9.80	$16.82	$0.00	$67.68
	09/01/2018	$42.10	$9.80	$16.82	$0.00	$68.72
	03/01/2019	$43.13	$9.80	$16.82	$0.00	$69.75

Apprentice - *CARPENTER - Zone 2 Eastern MA*

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.55	$9.80	$1.63	$0.00	$29.98
2	60	$22.26	$9.80	$1.63	$0.00	$33.69
3	70	$25.97	$9.80	$11.93	$0.00	$47.70
4	75	$27.83	$9.80	$11.93	$0.00	$49.56
5	80	$29.68	$9.80	$13.56	$0.00	$53.04
6	80	$29.68	$9.80	$13.56	$0.00	$53.04
7	90	$33.39	$9.80	$15.19	$0.00	$58.38
8	90	$33.39	$9.80	$15.19	$0.00	$58.38

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.04	$9.80	$1.63	$0.00	$30.47
2	60	$22.85	$9.80	$1.63	$0.00	$34.28
3	70	$26.66	$9.80	$11.93	$0.00	$48.39
4	75	$28.56	$9.80	$11.93	$0.00	$50.29
5	80	$30.46	$9.80	$13.56	$0.00	$53.82
6	80	$30.46	$9.80	$13.56	$0.00	$53.82
7	90	$34.27	$9.80	$15.19	$0.00	$59.26
8	90	$34.27	$9.80	$15.19	$0.00	$59.26

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (NEWTON)*	01/01/2016	$46.44	$10.90	$18.71	$1.30	$77.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)*
Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.22	$10.90	$12.21	$0.00	$46.33
2	60	$27.86	$10.90	$13.71	$1.30	$53.77
3	65	$30.19	$10.90	$14.71	$1.30	$57.10
4	70	$32.51	$10.90	$15.71	$1.30	$60.42
5	75	$34.83	$10.90	$16.71	$1.30	$63.74
6	80	$37.15	$10.90	$17.71	$1.30	$67.06
7	90	$41.80	$10.90	$18.71	$1.30	$72.71

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*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$44.73	$10.00	$14.90	$0.00	$69.63
	06/01/2016	$45.48	$10.00	$14.90	$0.00	$70.38
	12/01/2016	$46.73	$10.00	$14.90	$0.00	$71.63
	06/01/2017	$47.73	$10.00	$14.90	$0.00	$72.63
	12/01/2017	$48.73	$10.00	$14.90	$0.00	$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$30.13	$10.00	$14.90	$0.00	$55.03
	06/01/2016	$30.65	$10.00	$14.90	$0.00	$55.55
	12/01/2016	$31.52	$10.00	$14.90	$0.00	$56.42
	06/01/2017	$32.21	$10.00	$14.90	$0.00	$57.11
	12/01/2017	$32.90	$10.00	$14.90	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) *PAINTERS LOCAL 35 - ZONE 2*	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 - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.76	$7.85	$0.00	$0.00	$32.61
2	55	$27.23	$7.85	$3.66	$0.00	$38.74
3	60	$29.71	$7.85	$3.99	$0.00	$41.55
4	65	$32.18	$7.85	$4.32	$0.00	$44.35
5	70	$34.66	$7.85	$14.11	$0.00	$56.62
6	75	$37.13	$7.85	$14.44	$0.00	$59.42
7	80	$39.61	$7.85	$14.77	$0.00	$62.23
8	90	$44.56	$7.85	$15.44	$0.00	$67.85

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.23	$7.85	$0.00	$0.00	$33.08
2	55	$27.75	$7.85	$3.66	$0.00	$39.26
3	60	$30.28	$7.85	$3.99	$0.00	$42.12
4	65	$32.80	$7.85	$4.32	$0.00	$44.97
5	70	$35.32	$7.85	$14.11	$0.00	$57.28
6	75	$37.85	$7.85	$14.44	$0.00	$60.14
7	80	$40.37	$7.85	$14.77	$0.00	$62.99
8	90	$45.41	$7.85	$15.44	$0.00	$68.70

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN *LABORERS - ZONE 1* For apprentice rates see "Apprentice- LABORER"	12/01/2015	$35.50	$7.45	$13.55	$0.00	$56.50
DEMO: BACKHOE/LOADER/HAMMER OPERATOR *LABORERS - ZONE 1* For apprentice rates see "Apprentice- LABORER"	12/01/2015	$36.50	$7.45	$13.55	$0.00	$57.50
DEMO: BURNERS *LABORERS - ZONE 1* For apprentice rates see "Apprentice- LABORER"	12/01/2015	$36.25	$7.45	$13.55	$0.00	$57.25
DEMO: CONCRETE CUTTER/SAWYER *LABORERS - ZONE 1* For apprentice rates see "Apprentice- LABORER"	12/01/2015	$36.50	$7.45	$13.55	$0.00	$57.50
DEMO: JACKHAMMER OPERATOR *LABORERS - ZONE 1* For apprentice rates see "Apprentice- LABORER"	12/01/2015	$36.25	$7.45	$13.55	$0.00	$57.25
DEMO: WRECKING LABORER *LABORERS - ZONE 1* For apprentice rates see "Apprentice- LABORER"	12/01/2015	$35.50	$7.45	$13.55	$0.00	$56.50

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.31	$10.00	$14.90	$0.00	$68.21
	06/01/2016	$44.06	$10.00	$14.90	$0.00	$68.96
	12/01/2016	$45.29	$10.00	$14.90	$0.00	$70.19
	06/01/2017	$46.28	$10.00	$14.90	$0.00	$71.18
	12/01/2017	$47.27	$10.00	$14.90	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$58.86	$9.80	$19.23	$0.00	$87.89
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$42.04	$9.80	$19.23	$0.00	$71.07
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$63.06	$9.80	$19.23	$0.00	$92.09
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$88.23	$9.80	$19.23	$0.00	$117.26
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) *ELECTRICIANS LOCAL 103*	03/01/2016	$46.17	$13.00	$16.39	$0.00	$75.56
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN *ELECTRICIANS LOCAL 103*	03/01/2016	$46.17	$13.00	$16.39	$0.00	$75.56

Apprentice - *ELECTRICIAN - Local 103*
Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$18.47	$13.00	$0.55	$0.00	$32.02
2	40	$18.47	$13.00	$0.55	$0.00	$32.02
3	45	$20.78	$13.00	$12.34	$0.00	$46.12
4	45	$20.78	$13.00	$12.34	$0.00	$46.12
5	50	$23.09	$13.00	$12.71	$0.00	$48.80
6	55	$25.39	$13.00	$13.07	$0.00	$51.46
7	60	$27.70	$13.00	$13.44	$0.00	$54.14
8	65	$30.01	$13.00	$13.81	$0.00	$56.82
9	70	$32.32	$13.00	$14.18	$0.00	$59.50
10	75	$34.63	$13.00	$14.55	$0.00	$62.18

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*	01/01/2016	$54.53	$14.43	$14.96	$0.00	$83.92
	01/01/2017	$55.86	$15.28	$15.71	$0.00	$86.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4*

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$27.27	$14.43	$0.00	$0.00	$41.70
2	55	$29.99	$14.43	$14.96	$0.00	$59.38
3	65	$35.44	$14.43	$14.96	$0.00	$64.83
4	70	$38.17	$14.43	$14.96	$0.00	$67.56
5	80	$43.62	$14.43	$14.96	$0.00	$73.01

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$27.93	$15.28	$0.00	$0.00	$43.21
2	55	$30.72	$15.28	$15.71	$0.00	$61.71
3	65	$36.31	$15.28	$15.71	$0.00	$67.30
4	70	$39.10	$15.28	$15.71	$0.00	$70.09
5	80	$44.69	$15.28	$15.71	$0.00	$75.68

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*	01/01/2016	$38.17	$14.43	$14.96	$0.00	$67.56
	01/01/2017	$39.10	$15.28	$15.71	$0.00	$70.09
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR *LABORERS - ZONE 1*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2016	$41.03	$10.00	$14.90	$0.00	$65.93
	11/01/2016	$41.62	$10.00	$14.90	$0.00	$66.52
	05/01/2017	$42.50	$10.00	$14.90	$0.00	$67.40
	11/01/2017	$43.23	$10.00	$14.90	$0.00	$68.13
	05/01/2018	$43.94	$10.00	$14.90	$0.00	$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2016	$42.47	$10.00	$14.90	$0.00	$67.37
	11/01/2016	$43.07	$10.00	$14.90	$0.00	$67.97
	05/01/2017	$43.96	$10.00	$14.90	$0.00	$68.86
	11/01/2017	$44.69	$10.00	$14.90	$0.00	$69.59
	05/01/2018	$45.41	$10.00	$14.90	$0.00	$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2016	$21.88	$10.00	$14.90	$0.00	$46.78
	11/01/2016	$22.23	$10.00	$14.90	$0.00	$47.13
	05/01/2017	$22.76	$10.00	$14.90	$0.00	$47.66
	11/01/2017	$23.18	$10.00	$14.90	$0.00	$48.08
	05/01/2018	$23.61	$10.00	$14.90	$0.00	$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 103*	03/01/2016	$46.17	$13.00	$16.39	$0.00	$75.56
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING *ELECTRICIANS LOCAL 103*	03/01/2016	$34.63	$13.00	$14.55	$0.00	$62.18
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$36.34	$10.00	$14.90	$0.00	$61.24
	06/01/2016	$36.96	$10.00	$14.90	$0.00	$61.86
	12/01/2016	$38.00	$10.00	$14.90	$0.00	$62.90
	06/01/2017	$38.84	$10.00	$14.90	$0.00	$63.74
	12/01/2017	$39.67	$10.00	$14.90	$0.00	$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 1*	12/01/2015	$20.50	$7.45	$13.55	$0.00	$41.50
	06/01/2016	$20.50	$7.45	$13.55	$0.00	$41.50
	12/01/2016	$20.50	$7.45	$13.55	$0.00	$41.50
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE 1*	03/01/2016	$42.13	$9.80	$17.62	$0.00	$69.55

Apprentice - *FLOORCOVERER - Local 2168 Zone 1*

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.07	$9.80	$1.79	$0.00	$32.66
2	55	$23.17	$9.80	$1.79	$0.00	$34.76
3	60	$25.28	$9.80	$12.25	$0.00	$47.33
4	65	$27.38	$9.80	$12.25	$0.00	$49.43
5	70	$29.49	$9.80	$14.04	$0.00	$53.33
6	75	$31.60	$9.80	$14.04	$0.00	$55.44
7	80	$33.70	$9.80	$15.83	$0.00	$59.33
8	85	$35.81	$9.80	$15.83	$0.00	$61.44

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.73	$10.00	$14.90	$0.00	$68.63
	06/01/2016	$44.48	$10.00	$14.90	$0.00	$69.38
	12/01/2016	$45.73	$10.00	$14.90	$0.00	$70.63
	06/01/2017	$46.73	$10.00	$14.90	$0.00	$71.63
	12/01/2017	$47.73	$10.00	$14.90	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$30.13	$10.00	$14.90	$0.00	$55.03
	06/01/2016	$30.65	$10.00	$14.90	$0.00	$55.55
	12/01/2016	$31.52	$10.00	$14.90	$0.00	$56.42
	06/01/2017	$32.21	$10.00	$14.90	$0.00	$57.11
	12/01/2017	$32.90	$10.00	$14.90	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 35 (ZONE 2)*	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 - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.51	$7.85	$0.00	$0.00	$27.36
2	55	$21.46	$7.85	$3.66	$0.00	$32.97
3	60	$23.41	$7.85	$3.99	$0.00	$35.25
4	65	$25.36	$7.85	$4.32	$0.00	$37.53
5	70	$27.31	$7.85	$14.11	$0.00	$49.27
6	75	$29.26	$7.85	$14.44	$0.00	$51.55
7	80	$31.21	$7.85	$14.77	$0.00	$53.83
8	90	$35.11	$7.85	$15.44	$0.00	$58.40

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.98	$7.85	$0.00	$0.00	$27.83
2	55	$21.98	$7.85	$3.66	$0.00	$33.49
3	60	$23.98	$7.85	$3.99	$0.00	$35.82
4	65	$25.97	$7.85	$4.32	$0.00	$38.14
5	70	$27.97	$7.85	$14.11	$0.00	$49.93
6	75	$29.97	$7.85	$14.44	$0.00	$52.26
7	80	$31.97	$7.85	$14.77	$0.00	$54.59
8	90	$35.96	$7.85	$15.44	$0.00	$59.25

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.73	$10.00	$14.90	$0.00	$68.63
	06/01/2016	$44.48	$10.00	$14.90	$0.00	$69.38
	12/01/2016	$45.73	$10.00	$14.90	$0.00	$70.63
	06/01/2017	$46.73	$10.00	$14.90	$0.00	$71.63
	12/01/2017	$47.73	$10.00	$14.90	$0.00	$72.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$24.05	$10.00	$0.00	$0.00	$34.05
2	60	$26.24	$10.00	$14.90	$0.00	$51.14
3	65	$28.42	$10.00	$14.90	$0.00	$53.32
4	70	$30.61	$10.00	$14.90	$0.00	$55.51
5	75	$32.80	$10.00	$14.90	$0.00	$57.70
6	80	$34.98	$10.00	$14.90	$0.00	$59.88
7	85	$37.17	$10.00	$14.90	$0.00	$62.07
8	90	$39.36	$10.00	$14.90	$0.00	$64.26

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$24.46	$10.00	$0.00	$0.00	$34.46
2	60	$26.69	$10.00	$14.90	$0.00	$51.59
3	65	$28.91	$10.00	$14.90	$0.00	$53.81
4	70	$31.14	$10.00	$14.90	$0.00	$56.04
5	75	$33.36	$10.00	$14.90	$0.00	$58.26
6	80	$35.58	$10.00	$14.90	$0.00	$60.48
7	85	$37.81	$10.00	$14.90	$0.00	$62.71
8	90	$40.03	$10.00	$14.90	$0.00	$64.93

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2016	$43.31	$10.70	$21.95	$2.28	$78.24
	08/01/2016	$44.46	$10.70	$21.95	$2.28	$79.39
	02/01/2017	$45.56	$10.70	$21.95	$2.28	$80.49
	08/01/2017	$46.66	$10.70	$21.95	$2.28	$81.59
	02/01/2018	$47.81	$10.70	$21.95	$2.28	$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 103*	03/01/2016	$46.17	$13.00	$16.39	$0.00	$75.56
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2016	$43.31	$10.70	$21.95	$2.28	$78.24
	08/01/2016	$44.46	$10.70	$21.95	$2.28	$79.39
	02/01/2017	$45.56	$10.70	$21.95	$2.28	$80.49
	08/01/2017	$46.66	$10.70	$21.95	$2.28	$81.59
	02/01/2018	$47.81	$10.70	$21.95	$2.28	$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) *PIPEFITTERS LOCAL 537*	03/01/2016	$49.19	$9.70	$18.14	$0.00	$77.03
	09/01/2016	$50.19	$9.70	$18.14	$0.00	$78.03
	03/01/2017	$51.19	$9.70	$18.14	$0.00	$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC *PIPEFITTERS LOCAL 537*	03/01/2016	$49.19	$9.70	$18.14	$0.00	$77.03
	09/01/2016	$50.19	$9.70	$18.14	$0.00	$78.03
	03/01/2017	$51.19	$9.70	$18.14	$0.00	$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS *LABORERS - ZONE 1*	12/01/2015	$36.10	$7.45	$13.55	$0.00	$57.10
	06/01/2016	$36.85	$7.45	$13.55	$0.00	$57.85
	12/01/2016	$37.85	$7.45	$13.55	$0.00	$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	09/01/2015	$43.81	$11.50	$13.80	$0.00	$69.11
	09/01/2016	$45.81	$11.50	$13.80	$0.00	$71.11
	09/01/2017	$47.81	$11.50	$13.80	$0.00	$73.11
	09/01/2018	$50.06	$11.50	$13.80	$0.00	$75.36
	09/01/2019	$52.56	$11.50	$13.80	$0.00	$77.86

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

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.91	$11.50	$10.05	$0.00	$43.46
2	60	$26.29	$11.50	$10.80	$0.00	$48.59
3	70	$30.67	$11.50	$11.55	$0.00	$53.72
4	80	$35.05	$11.50	$12.30	$0.00	$58.85

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.91	$11.50	$10.05	$0.00	$44.46
2	60	$27.49	$11.50	$10.80	$0.00	$49.79
3	70	$32.07	$11.50	$11.55	$0.00	$55.12
4	80	$36.65	$11.50	$12.30	$0.00	$60.45

Notes:
Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER *IRONWORKERS LOCAL 7 (BOSTON AREA)*	03/16/2016	$43.40	$7.80	$20.85	$0.00	$72.05
	09/16/2016	$44.05	$7.80	$20.85	$0.00	$72.70
	03/16/2017	$44.65	$7.80	$20.85	$0.00	$73.30

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *IRONWORKER - Local 7 Boston*

Effective Date - 03/16/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$26.04	$7.80	$20.85	$0.00	$54.69
2	70	$30.38	$7.80	$20.85	$0.00	$59.03
3	75	$32.55	$7.80	$20.85	$0.00	$61.20
4	80	$34.72	$7.80	$20.85	$0.00	$63.37
5	85	$36.89	$7.80	$20.85	$0.00	$65.54
6	90	$39.06	$7.80	$20.85	$0.00	$67.71

Effective Date - 09/16/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$26.43	$7.80	$20.85	$0.00	$55.08
2	70	$30.84	$7.80	$20.85	$0.00	$59.49
3	75	$33.04	$7.80	$20.85	$0.00	$61.69
4	80	$35.24	$7.80	$20.85	$0.00	$63.89
5	85	$37.44	$7.80	$20.85	$0.00	$66.09
6	90	$39.65	$7.80	$20.85	$0.00	$68.30

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR *LABORERS - ZONE 1*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER *LABORERS - ZONE 1*	12/01/2015	$35.35	$7.45	$13.55	$0.00	$56.35
	06/01/2016	$36.10	$7.45	$13.55	$0.00	$57.10
	12/01/2016	$37.10	$7.45	$13.55	$0.00	$58.10

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER - Zone 1*

Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$21.21	$7.45	$13.55	$0.00	$42.21
2	70	$24.75	$7.45	$13.55	$0.00	$45.75
3	80	$28.28	$7.45	$13.55	$0.00	$49.28
4	90	$31.82	$7.45	$13.55	$0.00	$52.82

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$21.66	$7.45	$13.55	$0.00	$42.66
2	70	$25.27	$7.45	$13.55	$0.00	$46.27
3	80	$28.88	$7.45	$13.55	$0.00	$49.88
4	90	$32.49	$7.45	$13.55	$0.00	$53.49

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER *LABORERS - ZONE 1*	12/01/2015	$35.35	$7.45	$13.55	$0.00	$56.35
	06/01/2016	$36.10	$7.45	$13.55	$0.00	$57.10
	12/01/2016	$37.10	$7.45	$13.55	$0.00	$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 1*	12/01/2015	$35.35	$7.45	$13.55	$0.00	$56.35
	06/01/2016	$36.10	$7.45	$13.55	$0.00	$57.10
	12/01/2016	$37.10	$7.45	$13.55	$0.00	$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER *LABORERS - ZONE 1*	12/01/2015	$35.50	$7.45	$13.55	$0.00	$56.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER *LABORERS - ZONE 1*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER *LABORERS - ZONE 1*	12/01/2015	$35.35	$7.45	$13.55	$0.00	$56.35
	06/01/2016	$36.10	$7.45	$13.55	$0.00	$57.10
	12/01/2016	$37.10	$7.45	$13.55	$0.00	$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER *LABORERS - ZONE 1*	12/01/2015	$35.35	$7.45	$13.55	$0.00	$56.35
	06/01/2016	$36.10	$7.45	$13.55	$0.00	$57.10
	12/01/2016	$37.10	$7.45	$13.55	$0.00	$58.10
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR *LABORERS - ZONE 1*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2016	$38.08	$10.18	$17.70	$0.00	$65.96
	08/01/2016	$38.78	$10.18	$17.78	$0.00	$66.74
	02/01/2017	$39.24	$10.18	$17.78	$0.00	$67.20

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

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.04	$10.18	$17.70	$0.00	$46.92
2	60	$22.85	$10.18	$17.70	$0.00	$50.73
3	70	$26.66	$10.18	$17.70	$0.00	$54.54
4	80	$30.46	$10.18	$17.70	$0.00	$58.34
5	90	$34.27	$10.18	$17.70	$0.00	$62.15

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.39	$10.18	$17.78	$0.00	$47.35
2	60	$23.27	$10.18	$17.78	$0.00	$51.23
3	70	$27.15	$10.18	$17.78	$0.00	$55.11
4	80	$31.02	$10.18	$17.78	$0.00	$58.98
5	90	$34.90	$10.18	$17.78	$0.00	$62.86

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2016	$49.90	$10.18	$19.14	$0.00	$79.22
	08/01/2016	$50.80	$10.18	$19.22	$0.00	$80.20
	02/01/2017	$51.37	$10.18	$19.22	$0.00	$80.77

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.95	$10.18	$19.14	$0.00	$54.27
2	60	$29.94	$10.18	$19.14	$0.00	$59.26
3	70	$34.93	$10.18	$19.14	$0.00	$64.25
4	80	$39.92	$10.18	$19.14	$0.00	$69.24
5	90	$44.91	$10.18	$19.14	$0.00	$74.23

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.40	$10.18	$19.22	$0.00	$54.80
2	60	$30.48	$10.18	$19.22	$0.00	$59.88
3	70	$35.56	$10.18	$19.22	$0.00	$64.96
4	80	$40.64	$10.18	$19.22	$0.00	$70.04
5	90	$45.72	$10.18	$19.22	$0.00	$75.12

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.31	$10.00	$14.90	$0.00	$68.21
	06/01/2016	$44.06	$10.00	$14.90	$0.00	$68.96
	12/01/2016	$45.29	$10.00	$14.90	$0.00	$70.19
	06/01/2017	$46.28	$10.00	$14.90	$0.00	$71.18
	12/01/2017	$47.27	$10.00	$14.90	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.31	$10.00	$14.90	$0.00	$68.21
	06/01/2016	$44.06	$10.00	$14.90	$0.00	$68.96
	12/01/2016	$45.29	$10.00	$14.90	$0.00	$70.19
	06/01/2017	$46.28	$10.00	$14.90	$0.00	$71.18
	12/01/2017	$47.27	$10.00	$14.90	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) *MILLWRIGHTS LOCAL 1121 - Zone 1*	04/01/2015	$37.64	$9.80	$16.21	$0.00	$63.65

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 1*
Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$20.70	$9.80	$4.48	$0.00	$34.98
2	65	$24.47	$9.80	$13.36	$0.00	$47.63
3	75	$28.23	$9.80	$14.18	$0.00	$52.21
4	85	$31.99	$9.80	$14.99	$0.00	$56.78

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER *LABORERS - ZONE 1*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$22.27	$10.00	$14.90	$0.00	$47.17
	06/01/2016	$22.66	$10.00	$14.90	$0.00	$47.56
	12/01/2016	$23.31	$10.00	$14.90	$0.00	$48.21
	06/01/2017	$23.82	$10.00	$14.90	$0.00	$48.72
	12/01/2017	$24.34	$10.00	$14.90	$0.00	$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$26.08	$10.00	$14.90	$0.00	$50.98
	06/01/2016	$26.54	$10.00	$14.90	$0.00	$51.44
	12/01/2016	$27.29	$10.00	$14.90	$0.00	$52.19
	06/01/2017	$27.89	$10.00	$14.90	$0.00	$52.79
	12/01/2017	$28.50	$10.00	$14.90	$0.00	$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.31	$10.00	$14.90	$0.00	$68.21
	06/01/2016	$44.06	$10.00	$14.90	$0.00	$68.96
	12/01/2016	$45.29	$10.00	$14.90	$0.00	$70.19
	06/01/2017	$46.28	$10.00	$14.90	$0.00	$71.18
	12/01/2017	$47.27	$10.00	$14.90	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) *PAINTERS LOCAL 35 - ZONE 2*	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 - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.76	$7.85	$0.00	$0.00	$32.61
2	55	$27.23	$7.85	$3.66	$0.00	$38.74
3	60	$29.71	$7.85	$3.99	$0.00	$41.55
4	65	$32.18	$7.85	$4.32	$0.00	$44.35
5	70	$34.66	$7.85	$14.11	$0.00	$56.62
6	75	$37.13	$7.85	$14.44	$0.00	$59.42
7	80	$39.61	$7.85	$14.77	$0.00	$62.23
8	90	$44.56	$7.85	$15.44	$0.00	$67.85

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.23	$7.85	$0.00	$0.00	$33.08
2	55	$27.75	$7.85	$3.66	$0.00	$39.26
3	60	$30.28	$7.85	$3.99	$0.00	$42.12
4	65	$32.80	$7.85	$4.32	$0.00	$44.97
5	70	$35.32	$7.85	$14.11	$0.00	$57.28
6	75	$37.85	$7.85	$14.44	$0.00	$60.14
7	80	$40.37	$7.85	$14.77	$0.00	$62.99
8	90	$45.41	$7.85	$15.44	$0.00	$68.70

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2016	$40.41	$7.85	$16.10	$0.00	$64.36
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*	07/01/2016	$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 - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.21	$7.85	$0.00	$0.00	$28.06
2	55	$22.23	$7.85	$3.66	$0.00	$33.74
3	60	$24.25	$7.85	$3.99	$0.00	$36.09
4	65	$26.27	$7.85	$4.32	$0.00	$38.44
5	70	$28.29	$7.85	$14.11	$0.00	$50.25
6	75	$30.31	$7.85	$14.44	$0.00	$52.60
7	80	$32.33	$7.85	$14.77	$0.00	$54.95
8	90	$36.37	$7.85	$15.44	$0.00	$59.66

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.68	$7.85	$0.00	$0.00	$28.53
2	55	$22.75	$7.85	$3.66	$0.00	$34.26
3	60	$24.82	$7.85	$3.99	$0.00	$36.66
4	65	$26.88	$7.85	$4.32	$0.00	$39.05
5	70	$28.95	$7.85	$14.11	$0.00	$50.91
6	75	$31.02	$7.85	$14.44	$0.00	$53.31
7	80	$33.09	$7.85	$14.77	$0.00	$55.71
8	90	$37.22	$7.85	$15.44	$0.00	$60.51

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	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 - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.24	$7.85	$0.00	$0.00	$27.09
2	55	$21.16	$7.85	$3.66	$0.00	$32.67
3	60	$23.08	$7.85	$3.99	$0.00	$34.92
4	65	$25.01	$7.85	$4.32	$0.00	$37.18
5	70	$26.93	$7.85	$14.11	$0.00	$48.89
6	75	$28.85	$7.85	$14.44	$0.00	$51.14
7	80	$30.78	$7.85	$14.77	$0.00	$53.40
8	90	$34.62	$7.85	$15.44	$0.00	$57.91

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.71	$7.85	$0.00	$0.00	$27.56
2	55	$21.68	$7.85	$3.66	$0.00	$33.19
3	60	$23.65	$7.85	$3.99	$0.00	$35.49
4	65	$25.62	$7.85	$4.32	$0.00	$37.79
5	70	$27.59	$7.85	$14.11	$0.00	$49.55
6	75	$29.57	$7.85	$14.44	$0.00	$51.86
7	80	$31.54	$7.85	$14.77	$0.00	$54.16
8	90	$35.48	$7.85	$15.44	$0.00	$58.77

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) *LABORERS - ZONE 1*	12/01/2015	$35.35	$7.45	$13.55	$0.00	$56.35
	06/01/2016	$36.10	$7.45	$13.55	$0.00	$57.10
	12/01/2016	$37.10	$7.45	$13.55	$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*	01/01/2016	$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 - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.51	$7.85	$0.00	$0.00	$27.36
2	55	$21.46	$7.85	$3.66	$0.00	$32.97
3	60	$23.41	$7.85	$3.99	$0.00	$35.25
4	65	$25.36	$7.85	$4.32	$0.00	$37.53
5	70	$27.31	$7.85	$14.11	$0.00	$49.27
6	75	$29.26	$7.85	$14.44	$0.00	$51.55
7	80	$31.21	$7.85	$14.77	$0.00	$53.83
8	90	$35.11	$7.85	$15.44	$0.00	$58.40

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.98	$7.85	$0.00	$0.00	$27.83
2	55	$21.98	$7.85	$3.66	$0.00	$33.49
3	60	$23.98	$7.85	$3.99	$0.00	$35.82
4	65	$25.97	$7.85	$4.32	$0.00	$38.14
5	70	$27.97	$7.85	$14.11	$0.00	$49.93
6	75	$29.97	$7.85	$14.44	$0.00	$52.26
7	80	$31.97	$7.85	$14.77	$0.00	$54.59
8	90	$35.96	$7.85	$15.44	$0.00	$59.25

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	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 - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.54	$7.85	$0.00	$0.00	$26.39
2	55	$20.39	$7.85	$3.66	$0.00	$31.90
3	60	$22.24	$7.85	$3.99	$0.00	$34.08
4	65	$24.10	$7.85	$4.32	$0.00	$36.27
5	70	$25.95	$7.85	$14.11	$0.00	$47.91
6	75	$27.80	$7.85	$14.44	$0.00	$50.09
7	80	$29.66	$7.85	$14.77	$0.00	$52.28
8	90	$33.36	$7.85	$15.44	$0.00	$56.65

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.01	$7.85	$0.00	$0.00	$26.86
2	55	$20.91	$7.85	$3.66	$0.00	$32.42
3	60	$22.81	$7.85	$3.99	$0.00	$34.65
4	65	$24.71	$7.85	$4.32	$0.00	$36.88
5	70	$26.61	$7.85	$14.11	$0.00	$48.57
6	75	$28.52	$7.85	$14.44	$0.00	$50.81
7	80	$30.42	$7.85	$14.77	$0.00	$53.04
8	90	$34.22	$7.85	$15.44	$0.00	$57.51

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	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)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	$42.04	$9.80	$19.23	$0.00	$71.07
PILE DRIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$42.04	$9.80	$19.23	$0.00	$71.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 1*

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.02	$9.80	$19.23	$0.00	$50.05
2	60	$25.22	$9.80	$19.23	$0.00	$54.25
3	70	$29.43	$9.80	$19.23	$0.00	$58.46
4	75	$31.53	$9.80	$19.23	$0.00	$60.56
5	80	$33.63	$9.80	$19.23	$0.00	$62.66
6	80	$33.63	$9.80	$19.23	$0.00	$62.66
7	90	$37.84	$9.80	$19.23	$0.00	$66.87
8	90	$37.84	$9.80	$19.23	$0.00	$66.87

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER *PIPEFITTERS LOCAL 537*	03/01/2016	$49.19	$9.70	$18.14	$0.00	$77.03
	09/01/2016	$50.19	$9.70	$18.14	$0.00	$78.03
	03/01/2017	$51.19	$9.70	$18.14	$0.00	$79.03

Apprentice - *PIPEFITTER - Local 537*

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$19.68	$9.70	$7.50	$0.00	$36.88
2	45	$22.14	$9.70	$18.14	$0.00	$49.98
3	60	$29.51	$9.70	$18.14	$0.00	$57.35
4	70	$34.43	$9.70	$18.14	$0.00	$62.27
5	80	$39.35	$9.70	$18.14	$0.00	$67.19

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$20.08	$9.70	$7.50	$0.00	$37.28
2	45	$22.59	$9.70	$18.14	$0.00	$50.43
3	60	$30.11	$9.70	$18.14	$0.00	$57.95
4	70	$35.13	$9.70	$18.14	$0.00	$62.97
5	80	$40.15	$9.70	$18.14	$0.00	$67.99

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:**

PIPELAYER *LABORERS - ZONE 1*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PLUMBERS & GASFITTERS *PLUMBERS & GASFITTERS LOCAL 12*	03/01/2016	$51.36	$11.07	$15.14	$0.00	$77.57
	09/01/2016	$52.41	$11.07	$15.14	$0.00	$78.62
	03/01/2017	$53.41	$11.07	$15.14	$0.00	$79.62

Apprentice - *PLUMBER/GASFITTER - Local 12*

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$17.98	$11.07	$5.63	$0.00	$34.68
2	40	$20.54	$11.07	$6.37	$0.00	$37.98
3	55	$28.25	$11.07	$8.56	$0.00	$47.88
4	65	$33.38	$11.07	$10.03	$0.00	$54.48
5	75	$38.52	$11.07	$11.48	$0.00	$61.07

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$18.34	$11.07	$5.63	$0.00	$35.04
2	40	$20.96	$11.07	$6.36	$0.00	$38.39
3	55	$28.83	$11.07	$8.55	$0.00	$48.45
4	65	$34.07	$11.07	$10.02	$0.00	$55.16
5	75	$39.31	$11.07	$11.48	$0.00	$61.86

Notes:
** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic$57.78 Step5 with lic$64.37

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) *PIPEFITTERS LOCAL 537*	03/01/2016	$49.19	$9.70	$18.14	$0.00	$77.03
	09/01/2016	$50.19	$9.70	$18.14	$0.00	$78.03
	03/01/2017	$51.19	$9.70	$18.14	$0.00	$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR *LABORERS - ZONE 1*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER *LABORERS - ZONE 1*	12/01/2015	$36.35	$7.45	$13.55	$0.00	$57.35
	06/01/2016	$37.10	$7.45	$13.55	$0.00	$58.10
	12/01/2016	$38.10	$7.45	$13.55	$0.00	$59.10
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.73	$10.00	$14.90	$0.00	$68.63
	06/01/2016	$44.48	$10.00	$14.90	$0.00	$69.38
	12/01/2016	$45.73	$10.00	$14.90	$0.00	$70.63
	06/01/2017	$46.73	$10.00	$14.90	$0.00	$71.63
	12/01/2017	$47.73	$10.00	$14.90	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.73	$10.00	$14.90	$0.00	$68.63
	06/01/2016	$44.48	$10.00	$14.90	$0.00	$69.38
	12/01/2016	$45.73	$10.00	$14.90	$0.00	$70.63
	06/01/2017	$46.73	$10.00	$14.90	$0.00	$71.63
	12/01/2017	$47.73	$10.00	$14.90	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$30.13	$10.00	$14.90	$0.00	$55.03
	06/01/2016	$30.65	$10.00	$14.90	$0.00	$55.55
	12/01/2016	$31.52	$10.00	$14.90	$0.00	$56.42
	06/01/2017	$32.21	$10.00	$14.90	$0.00	$57.11
	12/01/2017	$32.90	$10.00	$14.90	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) *TEAMSTERS LOCAL 25b*	05/01/2016	$28.03	$7.98	$9.31	$0.00	$45.32
	07/01/2016	$28.03	$8.23	$9.31	$0.00	$45.57
	05/01/2017	$28.18	$8.23	$9.72	$0.00	$46.13
	07/01/2017	$28.18	$8.48	$9.72	$0.00	$46.38
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 25b*	05/01/2016	$29.33	$7.98	$9.31	$0.00	$46.62
	07/01/2016	$29.33	$8.23	$9.31	$0.00	$46.87
	05/01/2017	$29.48	$8.23	$9.72	$0.00	$47.43
	07/01/2017	$29.48	$8.48	$9.72	$0.00	$47.68
RECLAIMERS *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.31	$10.00	$14.90	$0.00	$68.21
	06/01/2016	$44.06	$10.00	$14.90	$0.00	$68.96
	12/01/2016	$45.29	$10.00	$14.90	$0.00	$70.19
	06/01/2017	$46.28	$10.00	$14.90	$0.00	$71.18
	12/01/2017	$47.27	$10.00	$14.90	$0.00	$72.17
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*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.31	$10.00	$14.90	$0.00	$68.21
	06/01/2016	$44.06	$10.00	$14.90	$0.00	$68.96
	12/01/2016	$45.29	$10.00	$14.90	$0.00	$70.19
	06/01/2017	$46.28	$10.00	$14.90	$0.00	$71.18
	12/01/2017	$47.27	$10.00	$14.90	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) *ROOFERS LOCAL 33*	02/01/2016	$40.11	$11.00	$12.90	$0.00	$64.01

Apprentice - *ROOFER - Local 33*
Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.06	$11.00	$3.39	$0.00	$34.45
2	60	$24.07	$11.00	$12.90	$0.00	$47.97
3	65	$26.07	$11.00	$12.90	$0.00	$49.97
4	75	$30.08	$11.00	$12.90	$0.00	$53.98
5	85	$34.09	$11.00	$12.90	$0.00	$57.99

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*	02/01/2016	$40.36	$11.00	$12.90	$0.00	$64.26
For apprentice rates see "Apprentice- ROOFER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2016	$43.31	$10.70	$21.95	$2.28	$78.24
	08/01/2016	$44.46	$10.70	$21.95	$2.28	$79.39
	02/01/2017	$45.56	$10.70	$21.95	$2.28	$80.49
	08/01/2017	$46.66	$10.70	$21.95	$2.28	$81.59
	02/01/2018	$47.81	$10.70	$21.95	$2.28	$82.74

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

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.32	$10.70	$4.90	$0.00	$32.92
2	40	$17.32	$10.70	$4.90	$0.00	$32.92
3	45	$19.49	$10.70	$9.79	$1.20	$41.18
4	45	$19.49	$10.70	$9.79	$1.20	$41.18
5	50	$21.66	$10.70	$10.65	$1.29	$44.30
6	50	$21.66	$10.70	$10.90	$1.30	$44.56
7	60	$25.99	$10.70	$12.37	$1.47	$50.53
8	65	$28.15	$10.70	$13.24	$1.56	$53.65
9	75	$32.48	$10.70	$14.97	$1.74	$59.89
10	85	$36.81	$10.70	$16.18	$1.91	$65.60

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.78	$10.70	$4.90	$0.00	$33.38
2	40	$17.78	$10.70	$4.90	$0.00	$33.38
3	45	$20.01	$10.70	$9.79	$1.22	$41.72
4	45	$20.01	$10.70	$9.79	$1.22	$41.72
5	50	$22.23	$10.70	$10.65	$1.31	$44.89
6	50	$22.23	$10.70	$10.90	$1.31	$45.14
7	60	$26.68	$10.70	$12.37	$1.49	$51.24
8	65	$28.90	$10.70	$13.24	$1.59	$54.43
9	75	$33.35	$10.70	$14.97	$1.77	$60.79
10	85	$37.79	$10.70	$16.18	$1.94	$66.61

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*	12/01/2015	$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*	12/01/2015	$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
SPRINKLER FITTER *SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1*	03/01/2016	$54.43	$8.67	$16.80	$0.00	$79.90
	10/01/2016	$55.53	$8.67	$16.80	$0.00	$81.00
	03/01/2017	$56.53	$8.67	$16.80	$0.00	$82.00

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.05	$8.67	$8.55	$0.00	$36.27
2	40	$21.77	$8.67	$8.55	$0.00	$38.99
3	45	$24.49	$8.67	$8.55	$0.00	$41.71
4	50	$27.22	$8.67	$8.55	$0.00	$44.44
5	55	$29.94	$8.67	$8.55	$0.00	$47.16
6	60	$32.66	$8.67	$8.55	$0.00	$49.88
7	65	$35.38	$8.67	$8.55	$0.00	$52.60
8	70	$38.10	$8.67	$8.55	$0.00	$55.32
9	75	$40.82	$8.67	$8.55	$0.00	$58.04
10	80	$43.54	$8.67	$8.55	$0.00	$60.76

Effective Date - 10/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.44	$8.67	$8.55	$0.00	$36.66
2	40	$22.21	$8.67	$8.55	$0.00	$39.43
3	45	$24.99	$8.67	$8.55	$0.00	$42.21
4	50	$27.77	$8.67	$8.55	$0.00	$44.99
5	55	$30.54	$8.67	$8.55	$0.00	$47.76
6	60	$33.32	$8.67	$8.55	$0.00	$50.54
7	65	$36.09	$8.67	$8.55	$0.00	$53.31
8	70	$38.87	$8.67	$8.55	$0.00	$56.09
9	75	$41.65	$8.67	$8.55	$0.00	$58.87
10	80	$44.42	$8.67	$8.55	$0.00	$61.64

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*	12/01/2015	$43.31	$10.00	$14.90	$0.00	$68.21
	06/01/2016	$44.06	$10.00	$14.90	$0.00	$68.96
	12/01/2016	$45.29	$10.00	$14.90	$0.00	$70.19
	06/01/2017	$46.28	$10.00	$14.90	$0.00	$71.18
	12/01/2017	$47.27	$10.00	$14.90	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.31	$10.00	$14.90	$0.00	$68.21
	06/01/2016	$44.06	$10.00	$14.90	$0.00	$68.96
	12/01/2016	$45.29	$10.00	$14.90	$0.00	$70.19
	06/01/2017	$46.28	$10.00	$14.90	$0.00	$71.18
	12/01/2017	$47.27	$10.00	$14.90	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN *ELECTRICIANS LOCAL 103*	03/01/2016	$34.63	$13.00	$14.55	$0.00	$62.18

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 103*

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$13.85	$13.00	$0.42	$0.00	$27.27
2	40	$13.85	$13.00	$0.42	$0.00	$27.27
3	45	$15.58	$13.00	$11.52	$0.00	$40.10
4	45	$15.58	$13.00	$11.52	$0.00	$40.10
5	50	$17.32	$13.00	$11.79	$0.00	$42.11
6	55	$19.05	$13.00	$12.06	$0.00	$44.11
7	60	$20.78	$13.00	$12.34	$0.00	$46.12
8	65	$22.51	$13.00	$12.62	$0.00	$48.13
9	70	$24.24	$13.00	$12.90	$0.00	$50.14
10	75	$25.97	$13.00	$13.17	$0.00	$52.14

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2016	$48.80	$10.18	$19.14	$0.00	$78.12
	08/01/2016	$49.70	$10.18	$19.22	$0.00	$79.10
	02/01/2017	$50.27	$10.18	$19.22	$0.00	$79.67

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

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.40	$10.18	$19.14	$0.00	$53.72
2	60	$29.28	$10.18	$19.14	$0.00	$58.60
3	70	$34.16	$10.18	$19.14	$0.00	$63.48
4	80	$39.04	$10.18	$19.14	$0.00	$68.36
5	90	$43.92	$10.18	$19.14	$0.00	$73.24

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.85	$10.18	$19.22	$0.00	$54.25
2	60	$29.82	$10.18	$19.22	$0.00	$59.22
3	70	$34.79	$10.18	$19.22	$0.00	$64.19
4	80	$39.76	$10.18	$19.22	$0.00	$69.16
5	90	$44.73	$10.18	$19.22	$0.00	$74.13

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE*	12/01/2015	$36.70	$7.45	$13.75	$0.00	$57.90
	06/01/2016	$37.45	$7.45	$13.75	$0.00	$58.65
	12/01/2016	$38.45	$7.45	$13.75	$0.00	$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE*	12/01/2015	$35.42	$7.45	$13.75	$0.00	$56.62
	06/01/2016	$36.17	$7.45	$13.75	$0.00	$57.37
	12/01/2016	$37.17	$7.45	$13.75	$0.00	$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2015	$35.30	$7.45	$13.75	$0.00	$56.50
	06/01/2016	$36.05	$7.45	$13.75	$0.00	$57.25
	12/01/2016	$37.05	$7.45	$13.75	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.31	$10.00	$14.90	$0.00	$68.21
	06/01/2016	$44.06	$10.00	$14.90	$0.00	$68.96
	12/01/2016	$45.29	$10.00	$14.90	$0.00	$70.19
	06/01/2017	$46.28	$10.00	$14.90	$0.00	$71.18
	12/01/2017	$47.27	$10.00	$14.90	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	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)*	12/01/2015	$47.58	$7.45	$14.15	$0.00	$69.18
	06/01/2016	$48.33	$7.45	$14.15	$0.00	$69.93
	12/01/2016	$49.33	$7.45	$14.15	$0.00	$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)*	12/01/2015	$49.58	$7.45	$14.15	$0.00	$71.18
	06/01/2016	$50.33	$7.45	$14.15	$0.00	$71.93
	12/01/2016	$51.33	$7.45	$14.15	$0.00	$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)*	12/01/2015	$39.65	$7.45	$14.15	$0.00	$61.25
	06/01/2016	$40.40	$7.45	$14.15	$0.00	$62.00
	12/01/2016	$41.40	$7.45	$14.15	$0.00	$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	12/01/2015	$41.65	$7.45	$14.15	$0.00	$63.25
	06/01/2016	$42.40	$7.45	$14.15	$0.00	$64.00
	12/01/2016	$43.40	$7.45	$14.15	$0.00	$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	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*	12/01/2015	$35.60	$7.45	$13.55	$0.00	$56.60
	06/01/2016	$36.35	$7.45	$13.55	$0.00	$57.35
	12/01/2016	$37.35	$7.45	$13.55	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2015	$43.73	$10.00	$14.90	$0.00	$68.63
	06/01/2016	$44.48	$10.00	$14.90	$0.00	$69.38
	12/01/2016	$45.73	$10.00	$14.90	$0.00	$70.63
	06/01/2017	$46.73	$10.00	$14.90	$0.00	$71.63
	12/01/2017	$47.73	$10.00	$14.90	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER *PLUMBERS & GASFITTERS LOCAL 12*	03/01/2016	$51.36	$11.07	$15.14	$0.00	$77.57
	09/01/2016	$52.41	$11.07	$15.14	$0.00	$78.62
	03/01/2017	$53.41	$11.07	$15.14	$0.00	$79.62
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.
*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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

_____, 2016

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.

END OF SECTION