CITY OF NEWTON

PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC BUILDINGS MAINTENANCE SERVICES

PROJECT MANUAL:

SERVICING, REPAIRING AND MAINTENANCE OF ELECTRICAL AND RELATED EQUIPMENT

INVITATION FOR BID #17-47

Bid Opening Date: December 29, 2016 at 10:00 a.m.

DECEMBER 2016

Setti D. Warren, Mayor

CITY OF NEWTON

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SERVICING, REPAIRING AND MAINTENANCE OF ELECTRICAL EQUIPMENT

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END OF SECTION

CITY OF NEWTON

PURCHASING DEPARTMENT

INVITATION FOR BID #17-47

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

SERVICING, REPAIRING AND MAINTENANCE OF ELECTRICAL EQUIPMENT

Bids will be received until **10:00 a.m., Thursday, December 29 , 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 Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the dealine for bids.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.

Contract Documents will be available online at the City's website: **www.newtonma.gov/bids** after: **10:00 a.m., December 15, 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. #17-47) 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**: Electrical**

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 each site; bidders will be responsible for all work under this Contract whether they visit the facilities or not.** *Bidders may contact Art Cabral Public Buildings to arrange viewing (617) 796-1602.*

The term of this contract shall extend from **January 1, 2017 through December 31, 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 extent 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 bidder will be required to furnish a **Performance Bond** and a **Labor and Materials Payment Bond,** each in the amount of **100%** of the contract total.

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.

All City of Newton bids are available on the City's web site, **www.newtonma.gov/bids** Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you must fax the Purchasing Departmentt (617) 796-1227 or email **purchasing@newtonma.gov** with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER #17-47.

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

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
December 15, 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 acknowledegs that it has been offered the opportunity to visit the work sites and is familiar with the local conditions under which the work has to be performed.

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

ARTICLE 2 - REQUEST FOR INTERPRETATION

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

2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Wednesday, December 21, 2017** at 12:00 noon.

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

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

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

2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the 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 #17-47**.

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 17-47," attached.

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: **#17-47**

* NAME OF PROJECT: **Servicing, Repairing & Maintenance of Electrical Equipment**

* 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 will award one (1) contract to the responsible and eligible Bidder offering the lowest Proposed Contract Price. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

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 state 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. Bidders wishing to provide an equal item should do so with their bids. 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
SERVICING, REPAIRING AND
MAINTENANCE OF ELECTRICAL EQUIPMENT
BID FORM #17-47

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required for **Servicing, Repairing, and Maintenance of Electrical Equipment** 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:

_____

(Total of Items 1 through 3 on the Itemized Bid Sheet at p.11 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, 2 pages
- Certificate of Eligibility for Electrical (DCAM Form CQ7), Supplied by Bidder
- Update Statement (DCAM Form CQ3), Supplied by Bidder
- Itemized Bid Form, 1 page
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page

D. 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

E. 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.

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:

SERVICING, REPAIRING AND MAINTENANCE OF ELECTRICAL EQUIPMENT

ITEMIZED BID SHEET #17-47

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,

1. Standard Rate - (Para. 1.08 A)*

Standard Rate $/HR_____X 5,000 HRS = $_____

2. Premium Rate - (Para. 1.08 B)*

Premium Rate $/HR_____X 320 HRS = $_____

3. Allowance for materials (Para. 2.01)

= $____125,000.00_____

Grand Total (Items 1 through 3) = $_____

*See page 81 below.

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

Mayor
Setti D. Warren

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

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

Date

Vendor

Re: Debarment Letter for Invitation For Bid #17-47

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 Seventeen 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:

SERVICING, REPAIRING AND
MAINTENANCE OF ELECTRICAL EQUIPMENT

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 #17-47 issued by the Purchasing Department;

c. The Project Manual for Servicing, Repairing, and Maintenance of Electrical Equipment 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.

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 January 1, 2017 through December 31, 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 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 _____ _, 2017 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 _____ 2017.

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 _____ _, 2017, 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_____2017.

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

CITY OF NEWTON
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1.0 DEFINITIONS

1.1 THE CONTRACT DOCUMENTS

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

1.2 THE WORK

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

1.3 OWNER

The term "Owner" is the City of Newton.

1.4 CONTRACT OFFICER

The term "Contract Officer" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

1.5 CONTRACTOR

1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

1.6 SUBSTANTIAL COMPLETION

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price.

2.0 CONTRACT ADMINISTRATION

2.1 PRE-CONSTRUCTION CONFERENCE

2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

2.2 CONTRACT PERIOD

The Contractor shall complete all work required under this contract within the timeframe specified elsewhere in this document, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

2.3 REJECTION OF DEFECTIVE MATERIALS AND WORK

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

2.4 CHANGES

2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.

2.5 CONTRACT PRICE

The Contract Price is stated in the Contract Form, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

2.6 APPLICATIONS FOR PAYMENT

2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

2.6.2 The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.

2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:

i. Retention based on the value of its claims against the Contractor,
ii. Retention of 5% of the approved amount of the Application for Payment.

2.7 FINAL PAYMENT

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

2.8 GUARANTY AND WARRANTY

2.8.1 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of Substantial Completion of the Work to be performed under this Contract, any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same.

The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2.9 INSURANCE REQUIREMENTS

2.9.1 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 each occurrence $500,000 aggregate

2.9.2 OWNER AS CO-INSURED

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

2.9.3 CERTIFICATES OF INSURANCE, POLICIES

i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner 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.

ii. The Contractor shall file the original and one certified copy of all policies with the Owner within fifteen (15) days after contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

2.9.4 CANCELLATION

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 Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

2.10 INDEMNIFICATION

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

2.11 BONDS

The Contractor shall provide the Owner with a performance and with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

2.12 TERMINATION

2.12.1 TERMINATION FOR CAUSE

i. The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:
   a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
   b. A receiver has been appointed of the Contractor's property.
   c. All or a part of the Work has been abandoned.
   d. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.
   e. The Owner has determined that the rate of progress required on the project is not being met.
   f. The Contractor has substantially violated any provisions of this Contract.

ii. The Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor.

iii. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

2.12.2 TERMINATION - NO FAULT

i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.

ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

2.13 PERMITS, FEES, AND NOTICES

2.13.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.

2.13.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

2.13.3 If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

2.14 SAFETY REQUIREMENTS

2.14.1 The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

2.15 TEMPORARY HEATING

Not required; do not install Removal & Installation of Gym Flooring in any space which is not heated properly.

2.16 AVAILABILITY AND USE OF UTILITY SERVICES

2.16.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

2.17 DISPUTES

2.17.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

2.17.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.

2.17.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.

2.17.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

2.17.5 The Contract Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the City, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within thirty (30) days after receipt of the Contract Officer's decision.

2.17.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

2.18 LIQUIDATED DAMAGES

2.18.1 If the Contractor fails to complete the Work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the City as liquidated damages, the sum of $250.00 for each day of delay. Completion dates are specified in the Contract for separate phases of the work, and the amount of liquidated damages shall be assessed on each and every phase which is delayed. In the contect of this paragraph, “delay” means failure to complete the work as specified in these documents prior to the duration of the work. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

2.18.2 If the City terminates the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.

2.18.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

3.0 SALES TAX EXEMPTION AND OTHER TAXES

3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.

3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

3.1 PROHIBITION AGAINST LIENS

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

3.2 ORDER OF PRECEDENCE

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

3.3 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

COMMONWEALTH OF MASSACHUSETTS
&
CITY OF NEWTON

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SPECIAL 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 sub bids 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 SPECIAL CONDITIONS

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 in pdf format 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

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: City of Newton

Contract Number: #17-47 **City/Town:** NEWTON

Description of Work: Annual Servicing, Repairing of Electrical & Related Systems at Various City of Newton Facilities

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: 12/12/2016 **Wage Request Number:** 20161212-044

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$33.25	$10.91	$10.89	$0.00	$55.05
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	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*	12/01/2016	$33.44	$10.91	$10.89	$0.00	$55.24
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 1)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	$88.29	$9.80	$19.23	$0.00	$117.32
AIR TRACK OPERATOR *LABORERS - ZONE 1* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$37.60	$7.45	$13.80	$0.00	$58.85
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	12/01/2016	$33.90	$11.50	$7.10	$0.00	$52.50
	06/01/2017	$34.90	$11.50	$7.10	$0.00	$53.50
	12/01/2017	$35.90	$11.50	$7.10	$0.00	$54.50
	06/01/2018	$36.90	$11.50	$7.10	$0.00	$55.50
	12/01/2018	$37.90	$11.50	$7.10	$0.00	$56.50
	06/01/2019	$38.90	$11.50	$7.10	$0.00	$57.50
	12/01/2019	$39.90	$11.50	$7.10	$0.00	$58.50
	06/01/2020	$40.90	$11.50	$7.10	$0.00	$59.50
	12/01/2020	$41.90	$11.50	$7.10	$0.00	$60.50
ASPHALT RAKER *LABORERS - ZONE 1* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$15.25	$0.00	$70.63
	06/01/2017	$46.38	$10.00	$15.25	$0.00	$71.63
	12/01/2017	$47.38	$10.00	$15.25	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$15.25	$0.00	$70.63
	06/01/2017	$46.38	$10.00	$15.25	$0.00	$71.63
	12/01/2017	$47.38	$10.00	$15.25	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER *LABORERS - ZONE 1* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 1* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$37.60	$7.45	$13.80	$0.00	$58.85
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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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)	08/01/2016	$50.76	$10.18	$19.22	$0.00	$80.16
BRICKLAYERS LOCAL 3 (NEWTON)	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 - 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

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.67	$10.18	$19.22	$0.00	$55.07
2	60	$30.80	$10.18	$19.22	$0.00	$60.20
3	70	$35.93	$10.18	$19.22	$0.00	$65.33
4	80	$41.06	$10.18	$19.22	$0.00	$70.46
5	90	$46.20	$10.18	$19.22	$0.00	$75.60

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$15.25	$0.00	$70.19
	06/01/2017	$45.93	$10.00	$15.25	$0.00	$71.18
	12/01/2017	$46.92	$10.00	$15.25	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2016	$37.95	$7.45	$14.00	$0.00	$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2016	$36.80	$7.45	$14.00	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2016	$36.80	$7.45	$14.00	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR *LABORERS - ZONE 1*	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	09/01/2016	$37.80	$9.90	$17.00	$0.00	$64.70
	03/01/2017	$38.77	$9.90	$17.00	$0.00	$65.67
	09/01/2017	$39.78	$9.90	$17.00	$0.00	$66.68
	03/01/2018	$40.78	$9.90	$17.00	$0.00	$67.68
	09/01/2018	$41.82	$9.90	$17.00	$0.00	$68.72
	03/01/2019	$42.85	$9.90	$17.00	$0.00	$69.75

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CARPENTER - Zone 2 Eastern MA*

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.90	$9.90	$1.63	$0.00	$30.43
2	60	$22.68	$9.90	$1.63	$0.00	$34.21
3	70	$26.46	$9.90	$12.11	$0.00	$48.47
4	75	$28.35	$9.90	$12.11	$0.00	$50.36
5	80	$30.24	$9.90	$13.74	$0.00	$53.88
6	80	$30.24	$9.90	$13.74	$0.00	$53.88
7	90	$34.02	$9.90	$15.37	$0.00	$59.29
8	90	$34.02	$9.90	$15.37	$0.00	$59.29

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.39	$9.90	$1.63	$0.00	$30.92
2	60	$23.26	$9.90	$1.63	$0.00	$34.79
3	70	$27.14	$9.90	$12.11	$0.00	$49.15
4	75	$29.08	$9.90	$12.11	$0.00	$51.09
5	80	$31.02	$9.90	$13.74	$0.00	$54.66
6	80	$31.02	$9.90	$13.74	$0.00	$54.66
7	90	$34.89	$9.90	$15.37	$0.00	$60.16
8	90	$34.89	$9.90	$15.37	$0.00	$60.16

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (NEWTON)*	07/01/2016	$44.69	$12.20	$19.33	$1.30	$77.52
	01/01/2017	$45.67	$12.20	$19.41	$1.30	$78.58
	07/01/2017	$46.30	$12.20	$19.41	$1.30	$79.21
	01/01/2018	$46.54	$12.20	$19.41	$1.30	$79.45
	07/01/2018	$46.79	$12.20	$19.41	$1.30	$79.70
	01/01/2019	$47.03	$12.20	$19.41	$1.30	$79.94
	07/01/2019	$47.27	$12.20	$19.41	$1.30	$80.18
	01/01/2020	$47.52	$12.20	$19.41	$1.30	$80.43

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.35	$12.20	$12.33	$0.00	$46.88
2	60	$26.81	$12.20	$14.33	$1.30	$54.64
3	65	$29.05	$12.20	$15.33	$1.30	$57.88
4	70	$31.28	$12.20	$16.33	$1.30	$61.11
5	75	$33.52	$12.20	$17.33	$1.30	$64.35
6	80	$35.75	$12.20	$18.33	$1.30	$67.58
7	90	$40.22	$12.20	$19.33	$1.30	$73.05

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.84	$12.20	$12.41	$0.00	$47.45
2	60	$27.40	$12.20	$14.41	$1.30	$55.31
3	65	$29.69	$12.20	$15.41	$1.30	$58.60
4	70	$31.97	$12.20	$16.41	$1.30	$61.88
5	75	$34.25	$12.20	$17.41	$1.30	$65.16
6	80	$36.54	$12.20	$18.41	$1.30	$68.45
7	90	$41.10	$12.20	$19.41	$1.30	$74.01

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*	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$46.38	$10.00	$15.25	$0.00	$71.63
	06/01/2017	$47.38	$10.00	$15.25	$0.00	$72.63
	12/01/2017	$48.38	$10.00	$15.25	$0.00	$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$31.17	$10.00	$15.25	$0.00	$56.42
	06/01/2017	$31.86	$10.00	$15.25	$0.00	$57.11
	12/01/2017	$32.55	$10.00	$15.25	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) *PAINTERS LOCAL 35 - ZONE 2*	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 - 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

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.71	$7.85	$0.00	$0.00	$33.56
2	55	$28.28	$7.85	$3.66	$0.00	$39.79
3	60	$30.85	$7.85	$3.99	$0.00	$42.69
4	65	$33.42	$7.85	$4.32	$0.00	$45.59
5	70	$35.99	$7.85	$14.11	$0.00	$57.95
6	75	$38.56	$7.85	$14.44	$0.00	$60.85
7	80	$41.13	$7.85	$14.77	$0.00	$63.75
8	90	$46.27	$7.85	$15.44	$0.00	$69.56

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$15.25	$0.00	$70.19
	06/01/2017	$45.93	$10.00	$15.25	$0.00	$71.18
	12/01/2017	$46.92	$10.00	$15.25	$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*	09/01/2016	$47.13	$13.00	$17.41	$0.00	$77.54
	03/01/2017	$48.33	$13.00	$17.45	$0.00	$78.78
	09/01/2017	$49.28	$13.00	$17.48	$0.00	$79.76
	03/01/2018	$50.48	$13.00	$17.51	$0.00	$80.99
	09/01/2018	$51.67	$13.00	$17.55	$0.00	$82.22
	03/01/2019	$52.87	$13.00	$17.59	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN *ELECTRICIANS LOCAL 103*	09/01/2016	$47.13	$13.00	$17.41	$0.00	$77.54
	03/01/2017	$48.33	$13.00	$17.45	$0.00	$78.78
	09/01/2017	$49.28	$13.00	$17.48	$0.00	$79.76
	03/01/2018	$50.48	$13.00	$17.51	$0.00	$80.99
	09/01/2018	$51.67	$13.00	$17.55	$0.00	$82.22
	03/01/2019	$52.87	$13.00	$17.59	$0.00	$83.46

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$18.85	$13.00	$0.57	$0.00	$32.42
2	40	$18.85	$13.00	$0.57	$0.00	$32.42
3	45	$21.21	$13.00	$13.36	$0.00	$47.57
4	45	$21.21	$13.00	$13.36	$0.00	$47.57
5	50	$23.57	$13.00	$13.73	$0.00	$50.30
6	55	$25.92	$13.00	$14.09	$0.00	$53.01
7	60	$28.28	$13.00	$14.46	$0.00	$55.74
8	65	$30.63	$13.00	$14.83	$0.00	$58.46
9	70	$32.99	$13.00	$15.20	$0.00	$61.19
10	75	$35.35	$13.00	$15.57	$0.00	$63.92

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$19.33	$13.00	$0.58	$0.00	$32.91
2	40	$19.33	$13.00	$0.58	$0.00	$32.91
3	45	$21.75	$13.00	$13.37	$0.00	$48.12
4	45	$21.75	$13.00	$13.37	$0.00	$48.12
5	50	$24.17	$13.00	$13.75	$0.00	$50.92
6	55	$26.58	$13.00	$14.11	$0.00	$53.69
7	60	$29.00	$13.00	$14.48	$0.00	$56.48
8	65	$31.41	$13.00	$14.85	$0.00	$59.26
9	70	$33.83	$13.00	$15.22	$0.00	$62.05
10	75	$36.25	$13.00	$15.60	$0.00	$64.85

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*	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2016	$41.37	$10.00	$15.15	$0.00	$66.52
	05/01/2017	$42.25	$10.00	$15.15	$0.00	$67.40
	11/01/2017	$42.98	$10.00	$15.15	$0.00	$68.13
	05/01/2018	$43.69	$10.00	$15.15	$0.00	$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2016	$42.82	$10.00	$15.15	$0.00	$67.97
	05/01/2017	$43.71	$10.00	$15.15	$0.00	$68.86
	11/01/2017	$44.44	$10.00	$15.15	$0.00	$69.59
	05/01/2018	$45.16	$10.00	$15.15	$0.00	$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2016	$21.98	$10.00	$15.15	$0.00	$47.13
	05/01/2017	$22.51	$10.00	$15.15	$0.00	$47.66
	11/01/2017	$22.93	$10.00	$15.15	$0.00	$48.08
	05/01/2018	$23.36	$10.00	$15.15	$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*	09/01/2016	$47.13	$13.00	$17.41	$0.00	$77.54
	03/01/2017	$48.33	$13.00	$17.45	$0.00	$78.78
	09/01/2017	$49.28	$13.00	$17.48	$0.00	$79.76
	03/01/2018	$50.48	$13.00	$17.51	$0.00	$80.99
	09/01/2018	$51.67	$13.00	$17.55	$0.00	$82.22
	03/01/2019	$52.87	$13.00	$17.59	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING *ELECTRICIANS LOCAL 103*	09/01/2016	$35.35	$13.00	$15.57	$0.00	$63.92
	03/01/2017	$36.25	$13.00	$15.60	$0.00	$64.85
	09/01/2017	$36.96	$13.00	$15.62	$0.00	$65.58
	03/01/2018	$37.86	$13.00	$15.65	$0.00	$66.51
	09/01/2018	$38.75	$13.00	$15.67	$0.00	$67.42
	03/01/2019	$39.65	$13.00	$15.70	$0.00	$68.35
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$37.65	$10.00	$15.25	$0.00	$62.90
	06/01/2017	$38.49	$10.00	$15.25	$0.00	$63.74
	12/01/2017	$39.32	$10.00	$15.25	$0.00	$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 1*	12/01/2016	$20.50	$7.45	$13.80	$0.00	$41.75
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*	12/01/2016	$45.38	$10.00	$15.25	$0.00	$70.63
	06/01/2017	$46.38	$10.00	$15.25	$0.00	$71.63
	12/01/2017	$47.38	$10.00	$15.25	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$31.17	$10.00	$15.25	$0.00	$56.42
	06/01/2017	$31.86	$10.00	$15.25	$0.00	$57.11
	12/01/2017	$32.55	$10.00	$15.25	$0.00	$57.80

Classification For apprentice rates see "Apprentice- OPERATING ENGINEERS"	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 35 (ZONE 2)*	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 - 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

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.46	$7.85	$0.00	$0.00	$28.31
2	55	$22.50	$7.85	$3.66	$0.00	$34.01
3	60	$24.55	$7.85	$3.99	$0.00	$36.39
4	65	$26.59	$7.85	$4.32	$0.00	$38.76
5	70	$28.64	$7.85	$14.11	$0.00	$50.60
6	75	$30.68	$7.85	$14.44	$0.00	$52.97
7	80	$32.73	$7.85	$14.77	$0.00	$55.35
8	90	$36.82	$7.85	$15.44	$0.00	$60.11

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$15.25	$0.00	$70.63
	06/01/2017	$46.38	$10.00	$15.25	$0.00	$71.63
	12/01/2017	$47.38	$10.00	$15.25	$0.00	$72.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$24.96	$10.00	$0.00	$0.00	$34.96
2	60	$27.23	$10.00	$15.25	$0.00	$52.48
3	65	$29.50	$10.00	$15.25	$0.00	$54.75
4	70	$31.77	$10.00	$15.25	$0.00	$57.02
5	75	$34.04	$10.00	$15.25	$0.00	$59.29
6	80	$36.30	$10.00	$15.25	$0.00	$61.55
7	85	$38.57	$10.00	$15.25	$0.00	$63.82
8	90	$40.84	$10.00	$15.25	$0.00	$66.09

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$25.51	$10.00	$0.00	$0.00	$35.51
2	60	$27.83	$10.00	$15.25	$0.00	$53.08
3	65	$30.15	$10.00	$15.25	$0.00	$55.40
4	70	$32.47	$10.00	$15.25	$0.00	$57.72
5	75	$34.79	$10.00	$15.25	$0.00	$60.04
6	80	$37.10	$10.00	$15.25	$0.00	$62.35
7	85	$39.42	$10.00	$15.25	$0.00	$64.67
8	90	$41.74	$10.00	$15.25	$0.00	$66.99

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 17 - A*	11/01/2016	$43.40	$10.70	$23.07	$2.32	$79.49
	02/01/2017	$44.50	$10.70	$23.07	$2.32	$80.59
	08/01/2017	$45.60	$10.70	$23.07	$2.32	$81.69
	02/01/2018	$46.75	$10.70	$23.07	$2.32	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 103*	09/01/2016	$47.13	$13.00	$17.41	$0.00	$77.54
	03/01/2017	$48.33	$13.00	$17.45	$0.00	$78.78
	09/01/2017	$49.28	$13.00	$17.48	$0.00	$79.76
	03/01/2018	$50.48	$13.00	$17.51	$0.00	$80.99
	09/01/2018	$51.67	$13.00	$17.55	$0.00	$82.22
	03/01/2019	$52.87	$13.00	$17.59	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	11/01/2016	$43.40	$10.70	$23.07	$2.32	$79.49
	02/01/2017	$44.50	$10.70	$23.07	$2.32	$80.59
	08/01/2017	$45.60	$10.70	$23.07	$2.32	$81.69
	02/01/2018	$46.75	$10.70	$23.07	$2.32	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) *PIPEFITTERS LOCAL 537*	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"						
HVAC MECHANIC *PIPEFITTERS LOCAL 537*	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*	12/01/2016	$37.60	$7.45	$13.80	$0.00	$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	09/01/2016	$45.09	$11.75	$14.20	$0.00	$71.04
	09/01/2017	$47.09	$11.75	$14.20	$0.00	$73.04
	09/01/2018	$49.34	$11.75	$14.20	$0.00	$75.29
	09/01/2019	$51.84	$11.75	$14.20	$0.00	$77.79

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

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.55	$11.75	$10.45	$0.00	$44.75
2	60	$27.05	$11.75	$11.20	$0.00	$50.00
3	70	$31.56	$11.75	$11.95	$0.00	$55.26
4	80	$36.07	$11.75	$12.70	$0.00	$60.52

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.55	$11.75	$10.45	$0.00	$45.75
2	60	$28.25	$11.75	$11.20	$0.00	$51.20
3	70	$32.96	$11.75	$11.95	$0.00	$56.66
4	80	$37.67	$11.75	$12.70	$0.00	$62.12

Notes:
Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER *IRONWORKERS LOCAL 7 (BOSTON AREA)*	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 - 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

Effective Date - 03/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$26.79	$7.80	$20.85	$0.00	$55.44
2	70	$31.26	$7.80	$20.85	$0.00	$59.91
3	75	$33.49	$7.80	$20.85	$0.00	$62.14
4	80	$35.72	$7.80	$20.85	$0.00	$64.37
5	85	$37.95	$7.80	$20.85	$0.00	$66.60
6	90	$40.19	$7.80	$20.85	$0.00	$68.84

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR *LABORERS - ZONE 1*	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35

For apprentice rates see "Apprentice- LABORER"

LABORER *LABORERS - ZONE 1*	12/01/2016	$36.85	$7.45	$13.80	$0.00	$58.10

Apprentice - *LABORER - Zone 1*

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$22.11	$7.45	$13.80	$0.00	$43.36
2	70	$25.80	$7.45	$13.80	$0.00	$47.05
3	80	$29.48	$7.45	$13.80	$0.00	$50.73
4	90	$33.17	$7.45	$13.80	$0.00	$54.42

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER *LABORERS - ZONE 1*	12/01/2016	$36.85	$7.45	$13.80	$0.00	$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 1*	12/01/2016	$36.85	$7.45	$13.80	$0.00	$58.10

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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*	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER *LABORERS - ZONE 1*	12/01/2016	$36.85	$7.45	$13.80	$0.00	$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER *LABORERS - ZONE 1*	12/01/2016	$36.85	$7.45	$13.80	$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*	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	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 - 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

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.62	$10.18	$17.78	$0.00	$47.58
2	60	$23.54	$10.18	$17.78	$0.00	$51.50
3	70	$27.47	$10.18	$17.78	$0.00	$55.43
4	80	$31.39	$10.18	$17.78	$0.00	$59.35
5	90	$35.32	$10.18	$17.78	$0.00	$63.28

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	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 - 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

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.69	$10.18	$19.22	$0.00	$55.09
2	60	$30.82	$10.18	$19.22	$0.00	$60.22
3	70	$35.96	$10.18	$19.22	$0.00	$65.36
4	80	$41.10	$10.18	$19.22	$0.00	$70.50
5	90	$46.23	$10.18	$19.22	$0.00	$75.63

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$15.25	$0.00	$70.19
	06/01/2017	$45.93	$10.00	$15.25	$0.00	$71.18
	12/01/2017	$46.92	$10.00	$15.25	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$15.25	$0.00	$70.19
	06/01/2017	$45.93	$10.00	$15.25	$0.00	$71.18
	12/01/2017	$46.92	$10.00	$15.25	$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

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER *LABORERS - ZONE 1*	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$22.96	$10.00	$15.25	$0.00	$48.21
	06/01/2017	$23.47	$10.00	$15.25	$0.00	$48.72
	12/01/2017	$23.99	$10.00	$15.25	$0.00	$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$26.94	$10.00	$15.25	$0.00	$52.19
	06/01/2017	$27.54	$10.00	$15.25	$0.00	$52.79
	12/01/2017	$28.15	$10.00	$15.25	$0.00	$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$15.25	$0.00	$70.19
	06/01/2017	$45.93	$10.00	$15.25	$0.00	$71.18
	12/01/2017	$46.92	$10.00	$15.25	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) *PAINTERS LOCAL 35 - ZONE 2*	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

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

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

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.71	$7.85	$0.00	$0.00	$33.56
2	55	$28.28	$7.85	$3.66	$0.00	$39.79
3	60	$30.85	$7.85	$3.99	$0.00	$42.69
4	65	$33.42	$7.85	$4.32	$0.00	$45.59
5	70	$35.99	$7.85	$14.11	$0.00	$57.95
6	75	$38.56	$7.85	$14.44	$0.00	$60.85
7	80	$41.13	$7.85	$14.77	$0.00	$63.75
8	90	$46.27	$7.85	$15.44	$0.00	$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2016	$41.36	$7.85	$16.10	$0.00	$65.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*	01/01/2017	$42.31	$7.85	$16.10	$0.00	$66.26

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

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

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.16	$7.85	$0.00	$0.00	$29.01
2	55	$23.27	$7.85	$3.66	$0.00	$34.78
3	60	$25.39	$7.85	$3.99	$0.00	$37.23
4	65	$27.50	$7.85	$4.32	$0.00	$39.67
5	70	$29.62	$7.85	$14.11	$0.00	$51.58
6	75	$31.73	$7.85	$14.44	$0.00	$54.02
7	80	$33.85	$7.85	$14.77	$0.00	$56.47
8	90	$38.08	$7.85	$15.44	$0.00	$61.37

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.19	$7.85	$0.00	$0.00	$28.04
2	55	$22.20	$7.85	$3.66	$0.00	$33.71
3	60	$24.22	$7.85	$3.99	$0.00	$36.06
4	65	$26.24	$7.85	$4.32	$0.00	$38.41
5	70	$28.26	$7.85	$14.11	$0.00	$50.22
6	75	$30.28	$7.85	$14.44	$0.00	$52.57
7	80	$32.30	$7.85	$14.77	$0.00	$54.92
8	90	$36.33	$7.85	$15.44	$0.00	$59.62

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) *LABORERS - ZONE 1* For Apprentice rates see "Apprentice- LABORER"	12/01/2016	$36.85	$7.45	$13.80	$0.00	$58.10
PAINTER / TAPER (BRUSH, NEW) *	07/01/2016	$39.96	$7.85	$16.10	$0.00	$63.91
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*	01/01/2017	$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 - 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

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.46	$7.85	$0.00	$0.00	$28.31
2	55	$22.50	$7.85	$3.66	$0.00	$34.01
3	60	$24.55	$7.85	$3.99	$0.00	$36.39
4	65	$26.59	$7.85	$4.32	$0.00	$38.76
5	70	$28.64	$7.85	$14.11	$0.00	$50.60
6	75	$30.68	$7.85	$14.44	$0.00	$52.97
7	80	$32.73	$7.85	$14.77	$0.00	$55.35
8	90	$36.82	$7.85	$15.44	$0.00	$60.11

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.49	$7.85	$0.00	$0.00	$27.34
2	55	$21.43	$7.85	$3.66	$0.00	$32.94
3	60	$23.38	$7.85	$3.99	$0.00	$35.22
4	65	$25.33	$7.85	$4.32	$0.00	$37.50
5	70	$27.28	$7.85	$14.11	$0.00	$49.24
6	75	$29.23	$7.85	$14.44	$0.00	$51.52
7	80	$31.18	$7.85	$14.77	$0.00	$53.80
8	90	$35.07	$7.85	$15.44	$0.00	$58.36

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	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*	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 - 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

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$20.48	$9.70	$7.50	$0.00	$37.68
2	45	$23.04	$9.70	$18.14	$0.00	$50.88
3	60	$30.71	$9.70	$18.14	$0.00	$58.55
4	70	$35.83	$9.70	$18.14	$0.00	$63.67
5	80	$40.95	$9.70	$18.14	$0.00	$68.79

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*	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS *PLUMBERS & GASFITTERS LOCAL 12*	09/01/2016	$51.69	$11.32	$15.46	$0.00	$78.47
	03/01/2017	$52.69	$11.32	$15.46	$0.00	$79.47

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PLUMBER/GASFITTER - Local 12*

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$18.09	$11.32	$5.74	$0.00	$35.15
2	40	$20.68	$11.32	$6.49	$0.00	$38.49
3	55	$28.43	$11.32	$8.73	$0.00	$48.48
4	65	$33.60	$11.32	$10.23	$0.00	$55.15
5	75	$38.77	$11.32	$11.72	$0.00	$61.81

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$18.44	$11.32	$5.74	$0.00	$35.50
2	40	$21.08	$11.32	$6.49	$0.00	$38.89
3	55	$28.98	$11.32	$8.73	$0.00	$49.03
4	65	$34.25	$11.32	$10.23	$0.00	$55.80
5	75	$39.52	$11.32	$11.72	$0.00	$62.56

Notes:
** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic$58.50 Step5 with lic$65.36

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) *PIPEFITTERS LOCAL 537*	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*	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER *LABORERS - ZONE 1*	12/01/2016	$37.85	$7.45	$13.80	$0.00	$59.10
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$15.25	$0.00	$70.63
	06/01/2017	$46.38	$10.00	$15.25	$0.00	$71.63
	12/01/2017	$47.38	$10.00	$15.25	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$15.25	$0.00	$70.63
	06/01/2017	$46.38	$10.00	$15.25	$0.00	$71.63
	12/01/2017	$47.38	$10.00	$15.25	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$31.17	$10.00	$15.25	$0.00	$56.42
	06/01/2017	$31.86	$10.00	$15.25	$0.00	$57.11
	12/01/2017	$32.55	$10.00	$15.25	$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*	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 25b*	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*	12/01/2016	$44.94	$10.00	$15.25	$0.00	$70.19
	06/01/2017	$45.93	$10.00	$15.25	$0.00	$71.18
	12/01/2017	$46.92	$10.00	$15.25	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) *CARPENTERS -ZONE 2 (Residential Wood)*	06/01/2016	$25.32	$9.80	$16.82	$0.00	$51.94
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)*	10/01/2016	$25.69	$7.07	$7.18	$0.00	$39.94
	04/01/2017	$26.31	$7.07	$7.18	$0.00	$40.56
	10/01/2017	$26.93	$7.07	$7.18	$0.00	$41.18
	04/01/2018	$27.35	$7.07	$7.18	$0.00	$41.60
	10/01/2018	$27.77	$7.07	$7.18	$0.00	$42.02
	04/01/2019	$28.20	$7.07	$7.18	$0.00	$42.45
	10/01/2019	$28.63	$7.07	$7.18	$0.00	$42.88

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

Apprentice - *CARPENTER (Residential Wood Frame) - Zone 2*

Effective Date - 10/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$15.41	$7.07	$0.00	$0.00	$22.48
2	60	$15.41	$7.07	$0.00	$0.00	$22.48
3	65	$16.70	$7.07	$7.18	$0.00	$30.95
4	70	$17.98	$7.07	$7.18	$0.00	$32.23
5	75	$19.27	$7.07	$7.18	$0.00	$33.52
6	80	$20.55	$7.07	$7.18	$0.00	$34.80
7	85	$21.84	$7.07	$7.18	$0.00	$36.09
8	90	$23.12	$7.07	$7.18	$0.00	$37.37

Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$15.79	$7.07	$0.00	$0.00	$22.86
2	60	$15.79	$7.07	$0.00	$0.00	$22.86
3	65	$17.10	$7.07	$7.18	$0.00	$31.35
4	70	$18.42	$7.07	$7.18	$0.00	$32.67
5	75	$19.73	$7.07	$7.18	$0.00	$33.98
6	80	$21.05	$7.07	$7.18	$0.00	$35.30
7	85	$22.36	$7.07	$7.18	$0.00	$36.61
8	90	$23.68	$7.07	$7.18	$0.00	$37.93

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR *LABORERS - ZONE 1*	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$15.25	$0.00	$70.19
	06/01/2017	$45.93	$10.00	$15.25	$0.00	$71.18
	12/01/2017	$46.92	$10.00	$15.25	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) *ROOFERS LOCAL 33*	08/01/2016	$41.11	$11.00	$13.00	$0.00	$65.11
	02/01/2017	$42.26	$11.00	$13.00	$0.00	$66.26
	08/01/2017	$43.36	$11.00	$13.00	$0.00	$67.36
	02/01/2018	$44.51	$11.00	$13.00	$0.00	$68.51
	08/01/2018	$45.61	$11.00	$13.00	$0.00	$69.61
	02/01/2019	$46.76	$11.00	$13.00	$0.00	$70.76

Apprentice - *ROOFER - Local 33*

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.56	$11.00	$3.44	$0.00	$35.00
2	60	$24.67	$11.00	$13.00	$0.00	$48.67
3	65	$26.72	$11.00	$13.00	$0.00	$50.72
4	75	$30.83	$11.00	$13.00	$0.00	$54.83
5	85	$34.94	$11.00	$13.00	$0.00	$58.94

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.13	$11.00	$3.44	$0.00	$35.57
2	60	$25.36	$11.00	$13.00	$0.00	$49.36
3	65	$27.47	$11.00	$13.00	$0.00	$51.47
4	75	$31.70	$11.00	$13.00	$0.00	$55.70
5	85	$35.92	$11.00	$13.00	$0.00	$59.92

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*	08/01/2016	$41.36	$11.00	$13.00	$0.00	$65.36
	02/01/2017	$42.51	$11.00	$13.00	$0.00	$66.51
	08/01/2017	$43.61	$11.00	$13.00	$0.00	$67.61
	02/01/2018	$44.76	$11.00	$13.00	$0.00	$68.76
	08/01/2018	$45.86	$11.00	$13.00	$0.00	$69.86
	02/01/2019	$47.01	$11.00	$13.00	$0.00	$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - A*	11/01/2016	$43.40	$10.70	$23.07	$2.32	$79.49
	02/01/2017	$44.50	$10.70	$23.07	$2.32	$80.59
	08/01/2017	$45.60	$10.70	$23.07	$2.32	$81.69
	02/01/2018	$46.75	$10.70	$23.07	$2.32	$82.84

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 11/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.36	$10.70	$5.24	$0.00	$33.30
2	40	$17.36	$10.70	$5.24	$0.00	$33.30
3	45	$19.53	$10.70	$10.31	$1.22	$41.76
4	45	$19.53	$10.70	$10.31	$1.22	$41.76
5	50	$21.70	$10.70	$11.21	$1.31	$44.92
6	50	$21.70	$10.70	$11.46	$1.32	$45.18
7	60	$26.04	$10.70	$13.02	$1.49	$51.25
8	65	$28.21	$10.70	$13.93	$1.59	$54.43
9	75	$32.55	$10.70	$15.74	$1.77	$60.76
10	85	$36.89	$10.70	$17.05	$1.94	$66.58

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.80	$10.70	$5.24	$0.00	$33.74
2	40	$17.80	$10.70	$5.24	$0.00	$33.74
3	45	$20.03	$10.70	$10.31	$1.24	$42.28
4	45	$20.03	$10.70	$10.31	$1.24	$42.28
5	50	$22.25	$10.70	$11.21	$1.32	$45.48
6	50	$22.25	$10.70	$11.46	$1.33	$45.74
7	60	$26.70	$10.70	$13.02	$1.51	$51.93
8	65	$28.93	$10.70	$13.93	$1.61	$55.17
9	75	$33.38	$10.70	$15.74	$1.79	$61.61
10	85	$37.83	$10.70	$17.05	$1.97	$67.55

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*	12/01/2016	$33.54	$10.91	$10.89	$0.00	$55.34
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$33.83	$10.91	$10.89	$0.00	$55.63
SPRINKLER FITTER *SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1*	10/01/2016	$55.48	$8.52	$17.05	$0.00	$81.05
	01/01/2017	$55.08	$8.77	$17.20	$0.00	$81.05
	03/01/2017	$56.08	$8.77	$17.20	$0.00	$82.05

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 10/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.42	$8.52	$8.55	$0.00	$36.49
2	40	$22.19	$8.52	$8.55	$0.00	$39.26
3	45	$24.97	$8.52	$8.55	$0.00	$42.04
4	50	$27.74	$8.52	$8.55	$0.00	$44.81
5	55	$30.51	$8.52	$8.55	$0.00	$47.58
6	60	$33.29	$8.52	$10.05	$0.00	$51.86
7	65	$36.06	$8.52	$10.05	$0.00	$54.63
8	70	$38.84	$8.52	$10.05	$0.00	$57.41
9	75	$41.61	$8.52	$10.05	$0.00	$60.18
10	80	$44.38	$8.52	$10.05	$0.00	$62.95

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.28	$8.52	$8.70	$0.00	$36.50
2	40	$22.03	$8.52	$8.70	$0.00	$39.25
3	45	$24.79	$8.52	$8.70	$0.00	$42.01
4	50	$27.54	$8.52	$8.70	$0.00	$44.76
5	55	$30.29	$8.52	$8.70	$0.00	$47.51
6	60	$33.05	$8.52	$10.20	$0.00	$51.77
7	65	$35.80	$8.52	$10.20	$0.00	$54.52
8	70	$38.56	$8.52	$10.20	$0.00	$57.28
9	75	$41.31	$8.52	$10.20	$0.00	$60.03
10	80	$44.06	$8.52	$10.20	$0.00	$62.78

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*	12/01/2016	$44.94	$10.00	$15.25	$0.00	$70.19
	06/01/2017	$45.93	$10.00	$15.25	$0.00	$71.18
	12/01/2017	$46.92	$10.00	$15.25	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$15.25	$0.00	$70.19
	06/01/2017	$45.93	$10.00	$15.25	$0.00	$71.18
	12/01/2017	$46.92	$10.00	$15.25	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN *ELECTRICIANS LOCAL 103*	09/01/2016	$35.35	$13.00	$15.57	$0.00	$63.92
	03/01/2017	$36.25	$13.00	$15.60	$0.00	$64.85
	09/01/2017	$36.96	$13.00	$15.62	$0.00	$65.58
	03/01/2018	$37.86	$13.00	$15.65	$0.00	$66.51
	09/01/2018	$38.75	$13.00	$15.67	$0.00	$67.42
	03/01/2019	$39.65	$13.00	$15.70	$0.00	$68.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 103*

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$14.14	$13.00	$0.42	$0.00	$27.56
2	40	$14.14	$13.00	$0.42	$0.00	$27.56
3	45	$15.91	$13.00	$11.53	$0.00	$40.44
4	45	$15.91	$13.00	$11.53	$0.00	$40.44
5	50	$17.68	$13.00	$11.80	$0.00	$42.48
6	55	$19.44	$13.00	$12.07	$0.00	$44.51
7	60	$21.21	$13.00	$12.36	$0.00	$46.57
8	65	$22.98	$13.00	$12.63	$0.00	$48.61
9	70	$24.75	$13.00	$13.91	$0.00	$51.66
10	75	$26.51	$13.00	$14.19	$0.00	$53.70

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$14.50	$13.00	$0.44	$0.00	$27.94
2	40	$14.50	$13.00	$0.44	$0.00	$27.94
3	45	$16.31	$13.00	$12.54	$0.00	$41.85
4	45	$16.31	$13.00	$12.54	$0.00	$41.85
5	50	$18.13	$13.00	$12.81	$0.00	$43.94
6	55	$19.94	$13.00	$13.09	$0.00	$46.03
7	60	$21.75	$13.00	$13.37	$0.00	$48.12
8	65	$23.56	$13.00	$13.65	$0.00	$50.21
9	70	$25.38	$13.00	$13.93	$0.00	$52.31
10	75	$27.19	$13.00	$14.21	$0.00	$54.40

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

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

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.14	$10.18	$19.22	$0.00	$54.54
2	60	$30.16	$10.18	$19.22	$0.00	$59.56
3	70	$35.19	$10.18	$19.22	$0.00	$64.59
4	80	$40.22	$10.18	$19.22	$0.00	$69.62
5	90	$45.24	$10.18	$19.22	$0.00	$74.64

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$38.20	$7.45	$14.00	$0.00	$59.65
TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$36.92	$7.45	$14.00	$0.00	$58.37
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$36.80	$7.45	$14.00	$0.00	$58.25
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$15.25	$0.00	$70.19
	06/01/2017	$45.93	$10.00	$15.25	$0.00	$71.18
	12/01/2017	$46.92	$10.00	$15.25	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$34.12	$10.91	$10.89	$0.00	$55.92
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$49.08	$7.45	$14.40	$0.00	$70.93
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$51.08	$7.45	$14.40	$0.00	$72.93
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$41.15	$7.45	$14.40	$0.00	$63.00
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$43.15	$7.45	$14.40	$0.00	$65.00

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$33.54	$10.91	$10.89	$0.00	$55.34
WAGON DRILL OPERATOR *LABORERS - ZONE 1* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$37.10	$7.45	$13.80	$0.00	$58.35
WASTE WATER PUMP OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$15.25	$0.00	$70.63
	06/01/2017	$46.38	$10.00	$15.25	$0.00	$71.63
	12/01/2017	$47.38	$10.00	$15.25	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER *PLUMBERS & GASFITTERS LOCAL 12*	09/01/2016	$51.69	$11.32	$15.46	$0.00	$78.47
	03/01/2017	$52.69	$11.32	$15.46	$0.00	$79.47
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/28/2016	$26.61	$7.50	$1.80	$0.00	$35.91
	09/03/2017	$27.14	$7.75	$1.81	$0.00	$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/28/2016	$37.70	$7.50	$8.87	$0.00	$54.07
	09/03/2017	$38.45	$7.75	$9.53	$0.00	$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/28/2016	$31.05	$7.50	$8.89	$0.00	$47.44
	09/03/2017	$31.66	$7.75	$9.44	$0.00	$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/28/2016	$24.39	$7.50	$1.73	$0.00	$33.62
	09/03/2017	$24.88	$7.75	$1.75	$0.00	$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/28/2016	$37.70	$7.50	$12.95	$0.00	$58.15
	09/03/2017	$38.45	$7.75	$13.61	$0.00	$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/28/2016	$33.26	$7.50	$9.63	$0.00	$50.39
	09/03/2017	$33.92	$7.75	$10.21	$0.00	$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/28/2016	$24.39	$7.50	$1.73	$0.00	$33.62
	09/03/2017	$24.88	$7.75	$1.75	$0.00	$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/28/2016	$19.96	$7.50	$1.60	$0.00	$29.06
	09/03/2017	$20.35	$7.75	$1.61	$0.00	$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/28/2016	$44.35	$7.50	$15.83	$0.00	$67.68
	09/03/2017	$45.23	$7.75	$16.61	$0.00	$69.59

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LINEMAN (Outside Electrical) - East Local 104*

Effective Date - 08/28/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$26.61	$7.50	$3.30	$0.00	$37.41
2	65	$28.83	$7.50	$3.36	$0.00	$39.69
3	70	$31.05	$7.50	$3.43	$0.00	$41.98
4	75	$33.26	$7.50	$5.00	$0.00	$45.76
5	80	$35.48	$7.50	$5.06	$0.00	$48.04
6	85	$37.70	$7.50	$5.13	$0.00	$50.33
7	90	$39.92	$7.50	$7.20	$0.00	$54.62

Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$27.14	$7.75	$3.31	$0.00	$38.20
2	65	$29.40	$7.75	$3.38	$0.00	$40.53
3	70	$31.66	$7.75	$3.45	$0.00	$42.86
4	75	$33.92	$7.75	$5.02	$0.00	$46.69
5	80	$36.18	$7.75	$5.09	$0.00	$49.02
6	85	$38.45	$7.75	$5.15	$0.00	$51.35
7	90	$40.71	$7.75	$7.22	$0.00	$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	01/01/2016	$28.98	$4.25	$3.12	$0.00	$36.35
TELEDATA LINEMAN/EQUIPMENT OPERATOR *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	01/01/2016	$27.31	$4.25	$3.07	$0.00	$34.63
TELEDATA WIREMAN/INSTALLER/TECHNICIAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	01/01/2016	$27.31	$4.25	$3.07	$0.00	$34.63
TREE TRIMMER *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	01/31/2016	$18.51	$3.55	$0.00	$0.00	$22.06

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.

TREE TRIMMER GROUNDMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	01/31/2016	$16.32	$3.55	$0.00	$0.00	$19.87

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)
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

_____, 2017

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.

PUBLIC BUILDINGS DEPARTMENT
SPECIFICATIONS FOR ANNUAL
ELECTRICAL REPAIRS
FY17

1.01 SCOPE OF WORK

Provide all the on-call labor, materials, equipment, transportation, and supervision necessary for the satisfactory servicing, repairing, and maintenance of all Electrical Systems and other related systems and equipment, at City Hall, Schools and other City buildings, all as listed in these Specifications, as directed by the Public Buildings Department during the period of January 1, 2017 through December 31, 2017 with the option to extend for two (2) additional one year periods

A. **Electrical Systems and Related Equipment:**

(These specifications include, but are not limited to, the following types of equipment in each facility, where applicable.)

Interior Incandescent Light Fixtures
Interior Fluorescent Light Fixtures
Exterior Fluorescent Incandescent Light Fixtures
Exterior Light Fixtures
Exhaust Fans
Boiler Make-up Air Fans
Electrical Panel Boards
Electrical Wiring
Electrical Outlets
Electrical Switches
Electrical Timers
Circulating Pumps
Garbage Disposals
Electrical Hot Water Tanks
Air Compressors
Electrical Thermostats
Solar Heating Systems
Emergency Generators
Boiler Room HVAC Equipment
Roof Top HVAC Units
Emergency Lighting (Generator Powered)
Emergency Lighting (Battery Powered)
Exit Signs (LED)
Exit Signs (Fluorescent)
Exit Signs (Incandescent)
Fire Alarm Panels & Related equipment

B. Typical Repairs/Replacements to be completed:

Repair/Replace/Install Interior Incandescent Light Fixtures
Repair/Replace/Install Interior Fluorescent Light Fixtures
Repair/Replace/Install Interior Fluorescent Light Ballast
Repair/Replace/Install Exterior Fluorescent Incandescent Light Fixtures
Repair/Replace/Install Exterior Fluorescent Light Ballast
Repair/Replace/Install Exterior Light Fixtures
Repair/Replace/Install Exhaust Fans
Repair/Replace/Install Boiler Make-up Air Fans
Repair/Replace/Install Electrical Panel Boards
Repair/Replace/Install Electrical Wiring
Repair/Replace/Install Electrical Outlets
Repair/Replace/Install Electrical Switches
Repair/Replace/Install Electrical Timers
Repair/Replace/Install Circulating Pump Motors
Repair/Replace/Install Garbage Disposal Motors
Repair/Replace/Install Electrical Hot Water Tank Electrical Components
Repair/Replace/Install Air Compressor Electrical Components
Repair/Replace/Install Electrical/Electronic Thermostats
Repair/Replace/Install Solar Heating System Components
Repair/Replace/Install Emergency Generators and related Components
Repair/Replace/Install Boiler Room HVAC Equipment Electrical Components
Repair/Replace/Install Roof Top HVAC Units and Electrical Components
Repair/Replace/Install Exit Signs (LED)
Repair/Replace/Install Exit Signs (Fluorescent)
Repair/Replace/Install Exit Signs (Incandescent)
Repair/Replace/Install Generators
Repair/Replace/Install Generator Transfer Switches
Repair/Replace/Install Generator Panels
Repair/Replace/Install Fire Alarm Panels
Repair/Replace/Install Smoke Detectors
Repair/Replace/Install Heat Detectors
Repair/Replace/Install Fire Alarm Strobe Lights
Repair/Replace/Install Fire Alarm Pull Stations
Repair/Replace/Install Fire Alarm Wiring

C. Additional Work at City's Option (Preventative Maintenance)

This work is to be done at selected locations throughout the City in accordance with a schedule and type of work to be determined by the Public Buildings Department in consultation with this Contractor. The general order of work shall be determined by the condition of the various items of equipment, usage patterns of the City buildings for purposes of access to the items and seasonal considerations. It is anticipated that some of this work can be accomplished as "fill-in" work scheduled around other repair and servicing operations.

D. Existing Conditions

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

E. The successful bidder shall be responsible to make repair to all equipment within the facilities shown in Section 1.0lE and other facilities as may be added during the course of this contract. Should a repair be requested that cannot be accomplished by the successful bidder, it will be the successful bidders responsibility to coordinate with other contractors to have such repair done. The cost of such repair shall not exceed the rates as submitted on the bid form.

F. Location of Equipment

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
Carr School	225 Nevada Street, Newton 02495
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
NECP School	150 Jackson Road, Newton 02458
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 Metal Annex Building	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
Public Bldgs. Dept.Annex	525 Winchester 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

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
Fire & Wires Facility	Dedham Street, Newton Centre 02459

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

PARKS AND RECREATION DEPARTMENT:

Former Recreation Headquarters	70 Crescent Street, Auburndale 02466
Recreation Garage	70R Crescent Street, Auburndale 02466
Recreation Headquarters (Kennard)	246 Dudley Road, Newton Centre 02459
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	6 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 Centre Hut	81 Tyler Terrace, Newton Centre 02459

LIBRARY DEPARTMENT FACILITIES:

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

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
Former Newton Corner Library	124 Vernon Street, Newton 02458

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

1.02 QUALITY ASSURANCE

A. Qualifications of Workmen:

a. This Contract will be awarded to a contractor whose primary business is electrical system maintenance, repair, and service of equipment of the magnitude as covered under this Contract, and who has employees regularly under his employ who perform all required mechanical/electrical maintenance service and repair functions as required.

b. The Contractor shall have been in the Electrical service and repair business for at least five (5) years, and must have at least three (3) similar customers who can be used as references

c. The Contractor shall assign a minimum of three (3) Full Time licensed personnel to the City to ensure all requests for service are responded to within the required time parameters. No apprentices are allowed.

B. Rejection:

In the acceptance or rejection of electrical system maintenance, repair, and service operations and results, no allowance will be made for lack of skill on the part of workmen.

C. Codes and Standards:

Comply with all applicable codes, standards and regulations.

The Contractor shall acquire and maintain all service manuals for the various pieces of equipment covered under this Contract.

1.03 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.

1.04 SUBMITTALS

No initial submittals required.

Submit two copies of maintenance and operation manuals for any new equipment installed; Deliver one to location of equipment and one to Public Buildings Department.

See 1.07 B below.

1.05 PRODUCT HANDLING

A. Protection:

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

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.

1.06 JOB CONDITIONS

A. Scheduling:

The Contractor shall provide the phone number of a dispatcher, regularly employed by him; This number shall be <u>manned twenty-four hours a day, seven days per week;</u> recorded message taking devices are not acceptable.

After receiving a service call from the Public Buildings Department, commence work within the following time limits:

1. Emergency work requests must start within 1 (one) hour.

2. All other work requests must start within two (2) workdays unless extended by Public Buildings Department.

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

The Building Custodian will provide access 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 or e-mail that the required work has been completed.

C. Work Results Required:

All service call problems shall be eliminated on the first call; first call-back for the same problem will be paid for at 25% of the Contract service rate; second call-back for the same problem will and any subsequent call-backs will not be paid for by the City of Newton.

1.07 PROCEDURES

A. Work Order:

The Contractor shall have with him, on each service call, a Work Order listing:

1. For repairs - the type and quantity of material used and the time consumed for that call;

This Work Order must be signed by the Custodian or Public Buildings Department representative as evidence of the number of hours on the job.

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

The Contractor can use his own Work Order Form or one supplied by the City. A sample of the City's form is included at the end of this Specification.

B. Invoicing:

Invoices, one for each building, must be mailed in triplicate within five (5) days after each service call has been completed to:

Public Buildings Department
52 Elliot Street
Newton Highlands, MA 02461

Failure to invoice within the above mentioned three (3) day period shall be grounds for termination.

Each invoice must reflect the Building Work Order Number assigned to that service call. The Number consists of 5 digits, (e.g. 12345, 23456, etc.)

Each invoice will be based on time and materials, labor costs will be reflected separately and will be billed in accordance with the applicable contract hourly rates. Material used will be reflected on the invoice by quantity and unit costs including applicable surcharge. Each invoice shall have a complete break-out of labor, materials and any other miscellaneous charges. Bill labor charges on the **actual** time used to perform the required Work. **Labor charges shall not be billed on a portal to portal basis. All charges for mileage, tolls, etc. shall be included within the hourly rate as submitted on the bid form.**

In addition, each invoice shall be supplemented with a written service report (in triplicate) reflecting:

1. Location and date
2. Time of start and finish of work

3. Number of workmen
4. Brief description of work performed
5. Name and number of parts replaced, with a statement if rebuilt or new parts or components were used.
6. Recommendation or comments pertaining to the repair work

C. Materials:

All removed parts and components shall be replaced by new parts. Used materials without trade-in allowance to the City of Newton must be left at the building with the Custodian in charge; used materials with trade-in allowance shall be returned to the vendor and credit shown on the invoice.

D. Meetings and Estimates

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.

The Contractor shall, at the request of the City, investigate and offer estimates and quotations of work to be done, at no cost to the City.

1.08 CONTRACT RATES

A. Repairs, Standard Rate:

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

The Contractor shall perform routine repairs 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. Materials used during routine repairs will be reimbursed at Contractor's cost plus 10%. All subcontracted work accomplished during routine repairs will be reimbursed at Contractor's cost plus 5%.

B. Repairs, Premium Rate:

The Premium Rate shall apply to any repair which the City requests the Contractor to commence between 5:00 p.m. and 8:00 a.m. Monday through Friday, and anytime on Saturday, Sunday or a legal holiday.

The Contractor shall be compensated for Premium Rate repairs at the Premium Rate shown on the bid form. Materials used during Premium Rate repairs will be reimbursed at Contractor's cost plus 10%. All subcontracted work accomplished during Premium Time repairs will be reimbursed at Contractor's actual cost plus 5%.

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 repair.

PART 2 - PRODUCTS

2.01 REPAIR AND REPLACEMENT MATERIALS

All repair and replacement materials used shall be first quality with preference given to replacement parts as manufactured by the original equipment manufacturer (OEM); use these parts whenever available and always when a manufacturer's warranty still in effect would otherwise be voided.

In the event new major parts or components costing over three hundred and fifty dollars ($750.00) should be required, the Contractor shall advise the Public Buildings Commissioner in writing and obtain the Commissioner's approval prior to performing said Work. In an emergency situation, the Public Buildings Department approval may be obtained by telephone (617-796-1600).

The City reserves the right to purchase items costing over fifteen-hundred dollars ($1,500.00) direct if it be in its interest to do so.

PART 3 - EXECUTION

3.01 REPAIR AND REPLACEMENT

A. Repair

Examine the unit for causes, which may have led to the failure; repair not only the failed portion, but also rehabilitate any other elements which appear to be in need of preventative maintenance.

Comply firstly with the servicing techniques required and/or recommended by the manufacturer of the item and secondly with generally accepted repair practices for the class of items to which the unit belongs.

In particular, for any item still believed to be under warranty, conform exactly to manufacturer's requirements; advise the City of any recourse it may have with the original equipment manufacturer.

As a part of repair, check all field-adjustable settings and field-measurable tolerances. Reset these to original factory compliance; advise the City of any such settings/tolerances that cannot be repaired or for which the cost of repairs suggests that a replacement unit be considered.

B. Replacement:

Notify Public Buildings Department immediately upon initial examination of any unit that cannot be repaired or for which the cost of repairs suggests that a replacement unit be considered.

Furnish only either the duplicate item from the original manufacturer or a first-quality similar item from an established manufacturer who maintains a dealer/service network of support in the Greater Boston area.

Replacement units must be either an exact physical and functional equal or have only acceptable differences from the original -- coordinate with Public Buildings Department Facilities Manager in this case before providing the replacement unit.

C. Guarantee

All labor, materials and replacement furnished under the contract shall be fully guaranteed, including the cost of removal and reinstallation (if part of the original work order) for one (1) year. In the event of failure, provide warranty service immediately upon notification.

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END OF SPECIFICATION