CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS

PROJECT MANUAL:

SUPPLY AND DELIVERY OF READY MIX CONCRETE

INVITATION FOR BID #17-106

(Re-Bid for #17-98)

Bid Opening Date: June 8, 2017 at 10:00 a.m.

MAY 2017

Setti D. Warren, Mayor

CITY OF NEWTON

PURCHASING DEPARTMENT

INVITATION FOR BID #17-106

The City of Newton invites sealed bids in accordance with M.G.L. c.30, §39M from Contractors for:

SUPPLY AND DELIVERY OF READY MIX CONCRETE

Bids will be received until: **10:00 a.m., Thursday, June 8, 2017**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at **www.newtonma.gov/bids**. or for pickup at Newton City Hall, Room 201, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., May 25, 2017.**

There will be no charge for contract documents.

Bids must be submitted with one Original and one Copy.

Only contractors prequalified by the Massachusetts Department of Transportation (MassDOT) are eligible to bid on this contract. MassDOT will provide a list of Prequalified Construction Contractors to the City of Newton. Bidders will be verified at time of Bid Opening.

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by a responsible bank or trust company. The City of Newton will award the contract to the lowest eligible and responsible bidder. Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

The term of the awarded contract **shall be the contract amount for the contract term (July 1, 2017-June 30, 2018)**. The City shall have the option, at its sole discretion, to extend the agreement 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 and /or continuation of funding.

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

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

Once a bidder has downloaded this bid from the internet website **www.newtonma.gov/bids,** it should email **purchasing@newtonma.gov** its company's Name, address, EMAIL, phone, fax AND the INVITATION FOR BID NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addendums. The City reserves the right to reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive any 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
May 25, 2017

CITY OF NEWTON

DEPARTMENT OF PURCHASING

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

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

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

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

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

ARTICLE 2 - REQUEST FOR INTERPRETATION

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

2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received by **Friday, June 2, 2017** at 12:00 noon. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.

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

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

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

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

2.7 Bidders downloading information off the internet web site are soley responsible for obtaining any addenda prior to the bid opening. If bidders makes themselves known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and include on their bid **INVITATION FOR BID #17-106**.

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 #17-106," attached hereto.

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

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

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

* GENERAL BID FOR: **#17-106**
* NAME OF PROJECT: **Supply and Delivery of Ready Mix Concrete**
* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

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

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

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

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

4.9 PRICE ADJUSTMENT CLAUSES CHAPTER 90 FUNDS

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

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

IMPORTANT NOTE: Depending on the prevailing market trends at the time of payment these price adjustments may provide for additional compensation to the Contractor, or they may otherwise result in a repayment to the City. The increase or a decrease in the value of the commodity, during the applicable payment period in which the goods and/or services were rendered, shall be the determinant factor.
The City will refer to the MassDOT price adjustment tables as included in this bid package to establish the Base Price and will be used for the actual Period Price.

The only price adjustment clauses under this IFB are those for Diesel and Gasoline and Portland Cement – *to apply as follows:*

- **Diesel and Gasoline –** *See* Item 0.303FC ("Fuel Costs") at p. 18 below. The Base Price, and the Period Price of fuel, shall be the derived average cost of Diesel Fuel and Gasoline Fuel combined for each applicable payment period**.** Fuel adjustments shall apply to all work in the contract. The Contractor, at its own election, may either choose to bid its fuel costs separately based on periodic adjustments, or it may elect to incorporate fuel expense into its bid price and assume the risk of all price increases/decreases. In any event the Contractor's final bid prices shall include the fuel costs for all goods & services rendered under this contract.

- **Portland Cement –** *See* Item 0.303PC ("Differential For Portland Cement") at p.19 below.

No price adjustment will be allowed beyond the expiration of the contract (including any extensions) unless there is an approved extension of time by the City.

ARTICLE 5 - ALTERNATES

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

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

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

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

ARTICLE 6 - WITHDRAWAL OF BIDS

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

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

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

ARTICLE 7 - CONTRACT AWARD

7.1 The City is soliciting bids to provide the estimated materials and labor set forth in the Item Sheet attached at pp. 18-22 hereto and in the attached Specifications for "for the Supply & Delivery of Cement Concrete With Lampblack
It is the City's intent to award THREE (3) separate contracts to the THREE responsive and eligible Bidders offering the lowest Total Cost as set forth in Item C of their respective Bid Forms #17-106. The Total Cost shall be the same for the first year of the contract as well as for extensions, if any. Contracts will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids. The Primary Contract will be awarded to the bidder submitting the lowest price. The Primary Contractor shall provide cement concrete with lampblack as requested. In the event that the Primary Contractor is unable to provide cement concrete with lampblack under the contract, the City shall request the same from the second lowest bidder. If the secondary bidder is unable to provide the material, it shall go to the third lowest bidder.

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

7.2 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.

7.3 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.

7.4 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.

7.5 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

DEPARTMENT OF PURCHASING

BID FORM #17-106

A. The undersigned proposes to furnish all supplies accordance with the Project Manual prepared by the City entitled:

SUPPLY AND DELIVERY OF READY MIX CONCRETE

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

C. The Total Cost will be per the ITEM SHEETS at pp. 18-22 below.

_____ **and $** _____
(Written word) ***(Numerical)***

TOTAL COST (p. 22) (TOTAL COST shall be the contract amount for the contract term (July 1, 2017-June 30, 2018), as well as each annual contract extension, if any.)

IMPORTANT: Award will be made to the lowest responsible and eligible bidder based on Total Cost.

***If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. If the alternate product information (listed above) is not provided at the time of the bid the bidder may be deemed non responsive. SAMPLE IS REQUIRED IF BIDDING AN APPROVED EQUAL.**

COMPANY NAME _____

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 has completed and submits herewith the following documents:

- Signed Bid Form, 2 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certificate of Foreign Corporation, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Item Sheets, 5 pages

F. The undersigned agrees that, if selected as Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30, §39M.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

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

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

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

Date _____

_____
(Name of General Bidder)

BY: _____

_____
(Printed Name and Title of Signatory)

_____
(Business Address)

_____
(City, State Zip)

_____/_____
(Telephone) (FAX)

_____
(E-mail Address)

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

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City 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

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

_____

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

_____

Name of person signing proposal

_____

Signature of person signing proposal

_____

Name of Business (Please Print or Type)

Affix Corporate Seal here

City of Newton

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

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

Mayor
Setti D. Warren

Date

Vendor

Re: Debarment Letter for IFB #17-106

Dear:

As the awarded 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.

Your signature certifies that neither you nor your principal(s) 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 me at (617) 796-1220.

Sincerely,

Nicholas Read
Chief Procurement Officer

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)

CITY OF NEWTON

SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT

FOR PUBLIC WORKS CONSTRUCTION

I. SUMMARY OF WORK

A. Supply and Delivery:

1.

The work under this contract consists of supplying, delivering and discharging approximately two-thousand five hundred (2,500) cubic yards of 4,000 psi ¾" aggregate transit-mixed cement concrete with lampblack.

These deliveries shall be made to various construction sites located throughout the City of Newton within twenty-four (24) hours of ordering.

2. Any work described in the Project Manual unless specifically indicated as not to be done.

B. The Total Cost shall be the complete cost, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

B. The time for performance of the **Contract** shall **extend from contract execution through June 30, 2018**. The City shall have the option, at its sole discretion to extend the agreement for two (2) additional one (1) year terms It is further understood that in the event the term of this contract 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.

Time is of the essence for the performance of the contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in **Section 2.18** of the **General Conditions** for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

III. INSURANCE REQUIREMENTS

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

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

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

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

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

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

4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than $250,000.00 on account of one accident, and in an amount of not less than $500,000.00 on account of all accidents.

5. General Liability Insurance shall include Contractual Liability Insurance.

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

D. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is cased in part by a party indemnified hereunder.

END OF SECTION

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

The estimated quantities shown here are based solely upon a reasonable assessment of project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions, monetary issues stemming from cost adjustments, and/or a change in the scheduling of work may necessitate. Whether the actual quantities listed are more or less than those estimated, the unit prices payable by the City shall be those set forth below.

NOTICE: In accordance with MGL Chapter 303 of the Acts of 2008 this bid may contain a price adjustment for Fuel (combination of Gasoline & Diesel). It is the bidder's responsibility to familiarize itself with these price adjustment programs prior to entering a bid.

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM: **0.303FC - FUEL COSTS*** * Bidder's may elect **NOT** to bid the cost of fuel(s) separately, but to do so they must insert the term **N/A** *(i.e. Not Applicable)* in all (4) entry lines of this Item 0.303FC. This is **a mandatory requirement** to verify the Contractor has waived his option to bid the cost of fuel(s) separately and has instead elected to factor their delivery & discharge fuel costs into each one of the separate bid price(s) of **Items 1,2,3,4,5,6,7,8,9 & 10 .** • **Contractor's bidding this line item must NOT include the cost of fuel in Line Items 1,2,3,4,5,6,7,8,9 & 10.** **0.303FC** = total combined number of gallons of Fuel (Diesel & Gasoline) to deliver & discharge One Load of Cement Concrete (one load = round trip): (IN WORDS)_____ Gallons Per Load (IN FIGURES)_____ Gallons Per Load (_____**Gallons per Load**) x (**$ 1.992** /GALLON) x ***Base Price Per Mass Highway*** For a bid to be considered responsive the Contractor **MUST** supply the following information: Address of Batching Plant: _____ _____ The One –Way shortest distance listed by Mapquest (www.mapquest.com) from the batching plant to Newton City Hall, 1000 Commonwealth Ave., Newton Centre, MA 02459 _____ Miles *The City of Newton reserves the right to verify this information before and after awarding the bid.*	**300**	**Loads**	The averaged Base Price (BPF) shown here is for the **Comparison of Bids Only**. (See Spec. Prov.) $_____

ITEM DESCRIPTION & UNIT COST COST	ESTIMATED QUANTITIES	UNIT	TOTAL
ITEM: **0.303PC- DIFFERENTIAL FOR PORTLAND CEMENT** (Informational Note: One (1) Cubic Yard of 4,000 psi ¾" aggregate transit-Mix Concrete contains Three-tenths (.3) Ton of Portland Cement) The **Base Price** for Portland Cement is: **$ 121.80 PER TON OF PORTLAND CEMENT** ***Base Price*** ***Per Mass Highway***	**N/A**	**N/A**	The Base Price (BPPC) shown here shall be used to determine the monthly price differential (See Spec. Prov.) $___N/A___
ITEM: 1 - FOR THE SUPPLY & DELIVERY OF 1 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **1 C.Y. DELIVERY**	**5**	**Delivery**	$_____
ITEM: 2 - FOR THE SUPPLY & DELIVERY OF 2 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC)*** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **2 C.Y. DELIVERY**	**5**	**Delivery**	$_____
ITEM: 3 - FOR THE SUPPLY & DELIVERY OF 3 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **3 C.Y. DELIVERY**	**20**	**Delivery**	$_____

ITEM DESCRIPTION & UNIT COST	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM: 4 - FOR THE SUPPLY & DELIVERY OF 4 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC)*** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **4 C.Y. DELIVERY**	**10**	**Delivery**	$_____
ITEM: 5 - FOR THE SUPPLY & DELIVERY OF 5 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **5 C.Y. DELIVERY**	**10**	**Delivery**	$_____
ITEM: 6 - FOR THE SUPPLY & DELIVERY OF 6 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **6 C.Y. DELIVERY**	**10**	**Delivery**	$_____
ITEM: 7 - FOR THE SUPPLY & DELIVERY OF 7 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **7 C.Y. DELIVERY**	**10**	**Delivery**	$_____

ITEM DESCRIPTION & UNIT COST	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM: 8 - FOR THE SUPPLY & DELIVERY OF 8 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **8 C.Y. DELIVERY**	**10**	**Delivery**	$_____
ITEM: 9 - FOR THE SUPPLY & DELIVERY OF 9 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **9 C.Y. DELIVERY**	**10**	**Delivery**	$_____
ITEM: 10 - FOR THE SUPPLY & DELIVERY OF 10 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK **DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **10 C.Y. DELIVERY**	**150**	**Delivery**	$_____
ITEM: **11 - ADDED CHARGE PER C.Y. FOR 1" FIBER REINFORCEMENT** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **'CUBIC YARD'**	**75**	**'C.Y.'**	$_____

ITEM DESCRIPTION & UNIT COST	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM: **12 - ADDED CHARGE PER C.Y. FOR HEAT TREATMENT (COLD WEATHER PRE-TREATMENT)** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **'CUBIC YARD'**	**300**	**'C.Y.'**	$_____
ITEM: **13 – ADDED CHARGE PER C.Y. FOR COLORING AGENT (SCOFIELD CHROMIX 'NAVAJO RED' @ 5 SACKS/C.Y.)** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **'CUBIC YARD'**	**20**	**'C.Y.'**	$_____
ITEM: **14 - ADDED CHARGE FOR A <u>SATURDAY DELIVERY</u>** THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **SATURDAY DELIVERY**	**15**	**Delivery**	$_____
ITEM: **15 –CITY AGENT'S DISCRETIONARY FUND FOR MIX ADJUSTMENT(S)** THE SUM OF: **THREE THOUSAND** DOLLARS AND **NO** CENTS ($ **3,000.00**) PER **ALLOWANCE**	**1**	**ALL.**	**$3,000**

TOTAL COST: $_____

Total shall be placed in paragraph "C" of the Bid Form

END OF SECTION

SECTION 0. 303

ITEM: **0.303FC - FUEL COSTS***

Description

*** The Contractor may elect NOT to bid the cost of fuels separately, but to do so he must insert the term N/A** *(i.e. Not Applicable)* **in all (4) entry lines of Item 0.303FC on Item Sheet p. 1. This is a mandatory requirement to verify that the Contractor has formally waived its option to bid the cost of fuel(s) separately and has instead elected to factor the round-trip delivery & discharge fuel costs into each one of the separate bid price(s) of Items 1,2,3,4,5,6,7,8,9 & 10.**

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

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

(c) **IMPORTANT NOTE: An adjustment to the cost of fuels may result in an increase of payment if the fuel market has trended upward, or it may otherwise result in a decrease of payment if the fuel market has trended downward. The supplier is also advised that in certain cases the supply vehicle will be required to make multiple stops in the course of discharging one entire load of cement concrete for which there shall be no additional fuel cost payment.**

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

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

Method of Administration

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

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

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

Method of Administration

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

(h) Payments for fuel shall be calculated at the end of **each calendar month** and they shall be based upon the acceptable deliveries of transit-Mix Concrete delivered and discharged within that particular calendar month. **(Program Note: In the event a continuous wet-pour operation spans several days but the delivery & discharge of loads is performed in two separate months, then two separate fuel payments shall be made).**

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

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

Method of Payment

(k) Payment formula:

BPF = The Base Price of Fuel on the bid release date (Averaged cost of Diesel & Gasoline in $/Gallon)
PPF = The Period Price of Fuel for the applicable calendar month (Averaged cost of Diesel & Gasoline in $/Gallon)
G = Gallons of fuel bid by the Contractor to Deliver & Discharge One (1) Load of concrete (Gal./ Round Trip D)
D = The total number of Delivery & Discharges in the applicable calendar month (D)

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

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

Basis of Payment

*** The Contractor may elect NOT to bid the cost of fuels separately, but to do so he must insert the term N/A** *(i.e. Not Applicable)* **in all (4) entry lines of Item 0.303FC on Item Sheet 1. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor their round-trip delivery & discharge fuel costs into each one of the separate bid price(s) of Items 1,2,3,4,5,6,7,8,9 & 10.**

(l) The round trip cost of fuel(s) consumed for the delivery and discharge (D) of one load of cement concrete shall be paid for under **Item 0.303FC.** The cost of fuel used to complete the work under this contract shall be made in accordance with the applicable Period Price for Diesel & Gasoline fuels as posted for each calendar month in which the work was performed. The Contractor will be paid the contract unit price **per gallon(s) of fuel consumed for each load** of transit-Mix Concrete delivered and discharged within each applicable calendar month as specified herein.

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

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

SECTION 0. 303

ITEM 0.303PC - DIFFERENTIAL FOR PORTLAND CEMENT

Description

(a) Under this item a differential value shall be calculated and applied to the payment on a monthly basis. The differential value shall be based upon the amount of Portland Cement contained in the total tare volume of cement concrete delivered and discharged in each respective calendar month.

(b) **Item 0. 303PC** is to provide a structured means, whereby the cost of the Portland Cement contained in 4,000 psi ¾" aggregate transit-mixed cement concrete is evaluated each calendar month, and under certain market conditions this value is adjusted **either upward or downwards** to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the price of this commodity.

(c) **IMPORTANT NOTE: An adjustment to the cost of the Portland Cement component may result in an increase of payment if the market has trended upward, or it may otherwise result in a decrease of payment if the market for Portland Cement has trended downward. Further, these adjustments do not compensate the Contractor for the entire cost of the 4,000 psi cement concrete products consumed in the execution of this contract but only for the monthly differential value(s) which may occur with regard to the Portland Cement component**.

Method of Administration

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

http://www.massdot.state.ma.us/highway/DoingBusinessWithUs/Construction/PriceAdjustments.aspx

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

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

(e) The differential value for the Portland Cement component shall be calculated at the end of each calendar month and it shall be based upon the number of acceptable cubic yards of transit-Mix Concrete delivered and discharged within that particular calendar month. This value shall be derived by applying a fixed factor to the tonnage of Portland Cement that is contained in a single cubic yard of 4,000 psi ¾" aggregate transit-mixed cement concrete. **(Program Note: In the event a continuous delivery & discharge operation spans several days but is performed in two separate months, then two separate Portland Cement calculations shall be made.)**

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

(g) Immediately upon delivery of any transit-Mix Concrete product, the Contractor shall furnish the Engineer with a computer generated invoice that has been issued directly by the cement concrete batching plant. The invoice shall clearly show the **tare volume, type of cement concrete and the date of delivery** for each load of transit-mixed cement concrete which is ultimately delivered and discharged. The plant issued tare/volume slips are to bear the name of the vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery of the material. The City will have no obligation to pay for any errant slips which are forwarded after the wet-pour has ceased.**

Method of Administration (Continued)

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

Method of Payment

(i) Payment formula:

BPPC = The Base Price Portland Cement Cost Index on the bid release date ($/Ton of Portland Cement (P.C.)
PPPC = The Period Price for One Ton of Portland Cement for the applicable calendar month in which it was delivered ($/Ton of P.C.)
V = Total tare Volume 4,000 psi ¾" agg. cement concrete for the applicable calendar month (Cubic Yards)
. 3 = Tons of Portland Cement in One (1) Cubic Yard of 4,000 psi ¾" agg. transit-Mix Concrete (610 lbs. P.C/C.Y.)

If a change in (PPPC) does not exceed +/- 5% relative to the (BPPC) then: No differential adjustment.

If a change in (PPPC) exceeds +/- 5% relative to the (BPPC) then:

(PPPC - BPPC) x V x . 3 = Differential Value for Current Pay Period ($)

Basis of Payment

(j) Under **Item 0.303PC** the differential value for **Portland Cement contained in One (1) cubic yard of 4,000 psi ¾" aggregate transit-Mix Concrete** used to complete the work under this contract shall be made in accordance with the Period Price index values for Portland Cement posted for each calendar month in which the work was performed and relative to the Base Price as specified herein. Subsequently these values shall be factored in accordance with the above-noted formula (Par. i).

(k) **The differential value for Portland Cement shall be based upon a fixed value of Three-tenths (. 3)Tons Portland Cement contained in One (1) Cubic Yard of 4,000 psi ¾"aggregate transit-mixed cement concrete, with said value differential being factored only on the number of Cubic Yards of Cement Concrete actually used, verified and/or accepted by the Engineer.**

(l) No adjustment shall be made for any material which is rejected or is deemed to be of an inferior quality. Nor shall any adjustment be made for Portland Cement contained in any cement concrete material which is used to remedy cement concrete material(s) supplied by the vendor, proven to be deficient and/or of inferior quality during or subsequent to discharge, and contained in any work performed under this contract.

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

SECTION 1

Standard Orders: *

Under Items 1,2,3,4,5,6,7,8,9& 10:
DO NOT include the cost of fuel(s) unless waived (See Item 0.303FC) *

Item 1 - FOR THE SUPPLY & DELIVERY OF 1 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 2 - FOR THE SUPPLY & DELIVERY OF 2 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 3 - FOR THE SUPPLY & DELIVERY OF 3 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 4 - FOR THE SUPPLY & DELIVERY OF 4 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 5 - FOR THE SUPPLY & DELIVERY OF 5 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 6 - FOR THE SUPPLY & DELIVERY OF 6 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 7 - FOR THE SUPPLY & DELIVERY OF 7 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 8 - FOR THE SUPPLY & DELIVERY OF 8 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 9 - FOR THE SUPPLY & DELIVERY OF 9 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 10 - FOR THE SUPPLY & DELIVERY OF 10 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK

Special Orders:

Item 11 - ADDED CHARGE PER C.Y. FOR 1" FIBER REINFORCEMENT
Item 12 - ADDED CHARGE PER C.Y. FOR HEAT TREATMENT COLD WEATHER PRE TREATMENT
Item 13 - ADDED CHARGE PER C.Y. FOR COLORING AGENT SCOFIELD CHROMIX NAVAJO RED @5 SACKS/C.Y.
Item 14 - ADDED CHARGE FOR A SATURDAY DELIVERY

Description

*** The Contractor may elect NOT to bid the cost of fuels separately, but to do so he must insert the term N/A** *(i.e. Not Applicable)* **in all (4) entry lines of Item 0.303FC on Item Sheet 1. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor their round-trip delivery & discharge fuel costs into each one of the separate bid price(s) of Items 1,2,3,4,5,6,7,8,9 & 10.**

(a) Under these items the Contractor shall be responsible for supplying, delivering and discharging, in a timely fashion, various types of cement concrete, of various volumes, to the City of Newton Department of Public Works project sites which will be located at multiple locations throughout the City of Newton. **The supplier is further advised that in certain cases, due to the nature of the work, the supply vehicle will be required to relocate, and/or to make multiple stops, in the course of discharging an entire load of cement concrete.**

(b) Due to the nature of this work the Contractor is advised that **fifteen (15) minutes per cubic yard shall be considered the standard typical discharge time**. In the event the Contractor feels this standard has been unreasonably exceeded then the waiting and/or discharge time period must be verified by both the DPW working foreman and the Contractor's driver at the time of each occurence, and so noted on the delivery slip by both parties, and subsequently, should the vendor find it necessary to file a claim for additional compensation then the delivery slip shall act as the documentation medium. However under no circumstances shall the City pay more than reasonable industry rates pursuant to any such claim for extra compensation, and any such claim must be made within three (3) days of its occurrence (Saturday, Sundays and holidays excepted).

Description (Continued)

(c) The City will issue payments on a monthly basis, however **the Contractor is to Fax all outstanding costs to the City of Newton Department of Public Works on a weekly basis** so that, subject to fuel and Portland Cement adjustments, so that the initial encumbrance of funds for this program is not exceeded.

Materials

(d) All base cement shall be of a **light grey color**.

(e) All concrete shall be transit mix and shall conform to the current specifications of A.S.T.M. C-94.

(f) Cement concrete shall be air entrained conforming to the classification of concrete mixes of Division III Subsection M4.02.00 and the current specifications of Section M4 of the Massachusetts Standard Specifications for Highways and Bridges of 1988 Cement concrete shall have a 28 day compressive strength of **4,000 PSI using 3/4 inch aggregate, and with an entrained air content of 7.0 ± 1.0%.**

(g) **Lamp black**: Under **Item 1 thru Item 10** ordinary or emulsified Carbon Black (lampblack) shall be added at the rate of **2 pounds per cubic yard**.

(h) **Fiber Reinforcement:** Under **Item 11 One inch (1") ProMesh© Reinforcement Fibers** (or an approved equal) shall be added to the cement concrete **at a rate of one and a half (1.5) pounds per cubic yard of cement concrete** or otherwise in accordance with the manufacturers prevailing recommendations and instructions. A copy of the manufacturer's recommendations and instructions shall be forwarded to the City of Newton upon request and at no extra charge

(i) **Heat Treatment:** Under **Item 12** the base elements for 'cold weather concrete' shall be prepared by utilizing heated water and/or heated aggregate (prior to cement being added) via an approved industry method so that the combined temperature of the aggregate and water mixture is not less than seventy degrees Fahrenheit (70° F) nor more than one hundred forty degrees Fahrenheit (140° F). Subsequently the temperature of the concrete shall not be less than sixty degrees Fahrenheit (60° F) nor more than ninety degrees Fahrenheit (90° F) at the time of delivery and placement. The heating shall be done in a manner to preclude the occurrence of overheated areas which might result in damage to the materials. Any materials, and/or discharged cement concrete, containing frost, lumps and/or hardened material shall be rejected and disposed of at the expense of the Vendor. 'Cold weather concrete' shall be delivered **only upon request of the City Agent and then generally only for the period of October 15 through to April 15**. Cold weather concrete shall conform to the current specifications of Section M4 of the Massachusetts Standard Specifications for Highways and Bridges of 1988.

(j) **Coloring Agent**: Under **Item 13 'Navajo Red' Scofield Chromix Normal Set Coloring Agent** (or an approved equal) shall be added to **a light gray cement concrete at a rate of five (5) sacks per cubic yard of cement concrete** or otherwise in accordance with the manufactures prevailing recommendations and instructions. A copy of the color samples, and the manufacturers' recommendations and instructions shall be forwarded to the City of Newton upon request and at no extra charge. Further, once selected, the amount of coloring agent shall be strictly controlled and shall be clearly noted by the plant manager on every delivery slip, so that all subsequent loads are guaranteed to be of a uniform color. To that end all base cement materials are to be supplied with equal consistency such that, **after the end of a six month curing period**, **all cement concrete shall have attained a reasonably uniform appearance in the field**, and the City Agents decision shall be final. **Any remedial work necessitated due to unreasonable color variations shall be done at the Vendors expense. Further, due to the nature of this work the City may desire to alter the proportions and/or the coloring agent. In that event any difference in price shall be paid for under Item 15 @ CITY AGENT'S DISCRETIONARY FUND FOR MIX ADJUSTMENT(S)**

Materials (Continued)

(k) **Upon delivery of each load, the City Agent shall be furnished with a plant issued invoice which clearly states the design mix, the quantities of any admixture(s), the tare volume, and the date of batching. Any concrete mix, which when tested on the job site is found to contain quantities of entrained air less than six (6), or more than eight (8) per cent, and/or which yields a slump of less than three (3) inches, or greater than five (5) inches, shall be rejected and the decision of the City Agent shall be final. However the City Agent reserves the right to change the above mix in order to meet the required strength test**.

(l) Immediately upon delivery of any transit-Mix Concrete product, the Contractor shall furnish the Engineer with a computer generated invoice that has been issued directly by the cement concrete batching plant. The invoice shall clearly show the **tare volume, type of cement concrete and the date of delivery** for each load of transit-mixed cement concrete which is ultimately delivered and discharged. The plant issued tare/volume slips are to bear the name of the vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery of the material. The City will have no obligation to pay for any errant slips which are forwarded after the wet-pour has ceased.**

Basis of Payment:

*** The Contractor may elect NOT to bid the cost of fuels separately, but to do so he must insert the term N/A** *(i.e. Not Applicable)* **in all (4) entry lines of Item 0.303FC on Item Sheet 1. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor their round-trip delivery & discharge fuel costs into each one of the separate bid price(s) of Items 1,2,3,4,5,6,7,8,9 & 10.**

(m) Under **Items 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10** the Contractor shall be paid the contract unit price per cubic yard for the cement concrete with lampblack supplied, delivered and subsequently discharged at the construction site. **These various sized loads are to be filled, transported, and subsequently invoiced, just as they were ordered by the City Agent. The combining 'short loads' to fill an order of a larger volume will not be allowed.** The unit price shall include full compensation for all labor, materials, tools, fuel *, transportation *, equipment and all incidentals necessary to provide the cement concrete under these items and as specified herein.

(n) Under **Item 11** the Contractor shall be paid an additional fee at the contract unit price per cubic yard for supplying and adding fiber reinforcement to the cement concrete **but only when specifically ordered to do so by the City Agent**. **Under this item (Item 11) the additional charge shall be computed based on the actual number of cubic yards contained in the base load as described under Items 1 thru 10, but with said additional fees being shown as a separate entity on the invoice for clarification purposes.** The unit price shall include full compensation for all labor, materials, tools, fuel, transportation, equipment and all incidentals necessary to provide the cement concrete additive as specified herein.

(o) Under **Item 12** the Contractor shall be paid an additional fee at the contract unit price per cubic yard for providing heat treatment(s) to the cement concrete **but only when specifically ordered to do so by the City Agent**. **Under this item (Item 12) the additional charge shall be computed based on the actual number of cubic yards contained in the base load as described under Items 1 thru 10, but with said additional fees being shown as a separate entity on the invoice for clarification purposes.** The unit price shall include full compensation for all labor, materials, tools, fuel, transportation, equipment and all incidentals necessary to provide the cement concrete pre-treatment process' as specified herein.

(p) Under **Item 13** the Contractor shall be paid an additional fee at the contract unit price per cubic yard for supplying and adding coloring agent to the cement concrete **but only when specifically ordered to do so by the City Agent**. **Under this item (Item 13) the additional charge shall be computed based on the actual number of cubic yards contained in the base load as described under Items 1 thru 10, but with said additional fees being shown as a separate entity on the invoice for clarification purposes. Further, even though the cement concrete WILL NOT be supplied with lampblack under this program still the supply, delivery and discharge bid prices of**

Basis of Payment (Continued)

Items 1 thru 10 shall be used here to fix the base price of the order BEFORE the additional 'colorizing' fee is added. The unit price shall include full compensation for all labor, materials, tools, fuel *, transportation *, equipment and all incidentals necessary to provide the colorized cement concrete under these items and as specified herein. **Further, due to the nature of this work the City may desire to alter the proportions and/or the coloring agent. In that event any difference in price shall be paid for under Item 15 @ CITY AGENT'S DISCRETIONARY FUND FOR MIX ADJUSTMENT(S).**

(q) Under **Item 14** the Contractor shall be paid an additional flat-rate fee at the contract unit price **per each delivery** made **on a Saturday**. This is a flat-rate unit price which shall be for full compensation of all additional charges incurred by the Contractor for providing the personnel and equipment, as well as for all administrative costs that are associated with Saturday deliveries.

(r) **Deliveries shall arrive on-site Monday through Friday, 7:00 a.m. – 3:30 p.m.**

(s) **The delivery/discharge component of furnished cement concrete shall NOT include the cost of fuel, which is to be paid separately under Item 0. 303PF UNLESS the Contractor has formally waived this option, and in doing so has otherwise opted to include all transportation fuel costs in the separate bid price of Items 1,2,3,4,5,6,7,8,9 & 10 and has verified their choice by inserting the term N/A** *(i.e. Not Applicable)* **in all item sheet entry lines of Item 0. 303PF (This is a mandatory requirement to verify their inclusion of fuel costs under Items 1,2,3,4,5,6,7,8,9, & 10).**

SECTION 2

ITEM 15 - CITY AGENT'S DISCRETIONARY FUND FOR MIX ADJUSTMENT(S)

Description

(a) In the event additional fees are associated with any adjustments made to the cement concrete mix at the batching plant, such as admixtures, and/or coloring agent(s), then such additional fees shall be paid for under this item **(Item 15). However no additional fees shall be paid for adjustments that HAVE NOT been specifically ordered and/or pre-approved by the City Agent**. This section is only to afford the City Agent the means by which the cement concrete mix and/or admixtures can be easily modified at the plant as field conditions may necessitate.

(b) The total sum to be allowed for all work under this item shall be **three thousand dollars ($3,000.00).**

(c) All work under this item shall be paid for upon an agreed upon lump sum per adjustment prior to order.

Basis of Payment

(d) Payment for work completed under **Item 15** shall be as specified above, in full or in part, as approved by the City Agent in advance for the goods and/or services rendered.

END OF SECTION

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 a 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 provide installed and complete Removal & Installation of Gym Flooring on the date required by Peabody Construction, who is the Owner’s Contractor for the Phase 2 Renovation project at Angier Elementary School. 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

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 - VENDOR 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. **PRODUCT DESCRIPTION.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid for the following item or items:

SUPPLY AND DELIVERY OF READY MIX CONCRETE

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

a. This CITY-CONTRACTOR Agreement;

b. The City's Invitation For Bid #17-106 issued by the Purchasing Department;

c. The Project Manual for **Supply & Delivery of Ready Mix Concrete** 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. Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);

e. Addenda Number(s) _____;

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

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

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

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

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

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

V. **CONTRACT TERM.** The term of the awarded contract **shall be the contract amount for the contract term (July 1, 2017-June 30, 2018).** The City, at its sole discretion, shall have the option to **extend the 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 and /or continuation of funding. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

VI. **QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.

VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.

VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Purchase Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.

IX. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Contractor, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Contractor under the terms of this contract.

X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Contractor may reduce prices to others who purchase in similar quantities and under similar conditions.

XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, 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.

XII. **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 equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

XIII. **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.

XIV. INSPECTION. For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

XV. 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.

XVI. INSTALLATION. If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.

XVII. TERMINATION. The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping or Work Order issued pursuant thereto in any one of the following circumstances:

a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;

b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

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

XIX. 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.

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

THIS SPACE LEFT INTENTIONALLY BLANK

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

CONTRACTOR

By_____

Title_____

Print _____

Date_____

Affix Corporate Seal Here

Certified that City funds are available
in the following account numbers:
0140104-5530 - _____
0140105a-R52409 - _____

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

By_____
Comptroller of Accounts

Date_____

CITY OF NEWTON

By_____
Chief Procurement Officer

Date_____

By_____
Commissioner of Public Works

Date_____

Approved as to Legal Form and Character

By_____
Associate City Solicitor

Date_____

CONTRACT AND BONDS APPROVED

By_____
Mayor *or his designee*

Date_____

CERTIFICATE OF AUTHORITY - CORPORATE

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION OF TAX COMPLIANCE

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

_____
**Signature of Individual (Mandatory)

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

Print Name: _____

Date: _____

OR

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

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

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

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

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

CITY OF NEWTON, MASSACHUSETTS

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, §39A, and M.G.L. c.149, §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect. This bond shall remain in effect for one (1) year after the PRINCIPAL has fully performed its obligations under the contract to which this Bond relates.

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

WAGE RATE REQUIREMENTS

1. GENERAL

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

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

2. WAGE RATES

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

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

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

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

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

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

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

END OF SECTION

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

Prevailing Wage Rates

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

RONALD L. WALKER, II
Secretary
WILLIAM D MCKINNEY
Director

Awarding Authority: City of Newton
Contract Number: #17-106 **City/Town:** NEWTON
Description of Work: Annual Ready Mix Concrete Application - Rebid

Job Location: Various Locations

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Issue Date: 05/15/2017 **Wage Request Number:** 20170515-037

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$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*	12/01/2016	$37.10	$7.60	$14.15	$0.00	$58.85
	06/01/2017	$38.10	$7.60	$14.15	$0.00	$59.85
	12/01/2017	$38.95	$7.60	$14.15	$0.00	$60.70
	06/01/2018	$39.90	$7.60	$14.15	$0.00	$61.65
	12/01/2018	$40.85	$7.60	$14.15	$0.00	$62.60
	06/01/2019	$41.85	$7.60	$14.15	$0.00	$63.60
	12/01/2019	$42.85	$7.60	$14.15	$0.00	$64.60
For apprentice rates see "Apprentice- LABORER"						
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*	12/01/2016	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
For apprentice rates see "Apprentice- LABORER"						
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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER *LABORERS - ZONE 1*	12/01/2016	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 1*	12/01/2016	$37.10	$7.60	$14.15	$0.00	$58.85
	06/01/2017	$38.10	$7.60	$14.15	$0.00	$59.85
	12/01/2017	$38.95	$7.60	$14.15	$0.00	$60.70
	06/01/2018	$39.90	$7.60	$14.15	$0.00	$61.65
	12/01/2018	$40.85	$7.60	$14.15	$0.00	$62.60
	06/01/2019	$41.85	$7.60	$14.15	$0.00	$63.60
	12/01/2019	$42.85	$7.60	$14.15	$0.00	$64.60
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER *BOILERMAKERS LOCAL 29*	01/01/2017	$42.92	$6.97	$16.21	$0.00	$66.10

Apprentice - *BOILERMAKER - Local 29*
Effective Date - 01/01/2017

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

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (NEWTON)*	03/01/2017	$50.76	$10.75	$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 - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.38	$10.75	$19.22	$0.00	$55.35
2	60	$30.46	$10.75	$19.22	$0.00	$60.43
3	70	$35.53	$10.75	$19.22	$0.00	$65.50
4	80	$40.61	$10.75	$19.22	$0.00	$70.58
5	90	$45.68	$10.75	$19.22	$0.00	$75.65

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	$37.45	$7.60	$14.35	$0.00	$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2016	$36.30	$7.60	$14.35	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2016	$36.30	$7.60	$14.35	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR *LABORERS - ZONE 1*	12/01/2016	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
For apprentice rates see "Apprentice- LABORER"						
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	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 - 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

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.89	$9.90	$1.63	$0.00	$31.42
2	60	$23.87	$9.90	$1.63	$0.00	$35.40
3	70	$27.85	$9.90	$12.11	$0.00	$49.86
4	75	$29.84	$9.90	$12.11	$0.00	$51.85
5	80	$31.82	$9.90	$13.74	$0.00	$55.46
6	80	$31.82	$9.90	$13.74	$0.00	$55.46
7	90	$35.80	$9.90	$15.37	$0.00	$61.07
8	90	$35.80	$9.90	$15.37	$0.00	$61.07

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (NEWTON)*	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 - 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

Effective Date - 07/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.15	$12.20	$12.41	$0.00	$47.76
2	60	$27.78	$12.20	$14.41	$1.30	$55.69
3	65	$30.10	$12.20	$15.41	$1.30	$59.01
4	70	$32.41	$12.20	$16.41	$1.30	$62.32
5	75	$34.73	$12.20	$17.41	$1.30	$65.64
6	80	$37.04	$12.20	$18.41	$1.30	$68.95
7	90	$41.67	$12.20	$19.41	$1.30	$74.58

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	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
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*	01/01/2017	$51.41	$7.85	$16.10	$0.00	$75.36

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2017

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*	12/01/2016	$36.50	$7.60	$14.15	$0.00	$58.25
	06/01/2017	$37.50	$7.60	$14.15	$0.00	$59.25
	12/01/2017	$38.35	$7.60	$14.15	$0.00	$60.10
	06/01/2018	$39.30	$7.60	$14.15	$0.00	$61.05
	12/01/2018	$40.25	$7.60	$14.15	$0.00	$62.00
	06/01/2019	$41.25	$7.60	$14.15	$0.00	$63.00
	12/01/2019	$42.25	$7.60	$14.15	$0.00	$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR *LABORERS - ZONE 1*	12/01/2016	$37.50	$7.60	$14.15	$0.00	$59.25
	06/01/2017	$38.50	$7.60	$14.15	$0.00	$60.25
	12/01/2017	$39.35	$7.60	$14.15	$0.00	$61.10
	06/01/2018	$40.30	$7.60	$14.15	$0.00	$62.05
	12/01/2018	$41.25	$7.60	$14.15	$0.00	$63.00
	06/01/2019	$42.25	$7.60	$14.15	$0.00	$64.00
	12/01/2019	$43.25	$7.60	$14.15	$0.00	$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS *LABORERS - ZONE 1*	12/01/2016	$37.25	$7.60	$14.15	$0.00	$59.00
	06/01/2017	$38.25	$7.60	$14.15	$0.00	$60.00
	12/01/2017	$39.10	$7.60	$14.15	$0.00	$60.85
	06/01/2018	$40.05	$7.60	$14.15	$0.00	$61.80
	12/01/2018	$41.00	$7.60	$14.15	$0.00	$62.75
	06/01/2019	$42.00	$7.60	$14.15	$0.00	$63.75
	12/01/2019	$43.00	$7.60	$14.15	$0.00	$64.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER	12/01/2016	$37.50	$7.60	$14.15	$0.00	$59.25
LABORERS - ZONE 1	06/01/2017	$38.50	$7.60	$14.15	$0.00	$60.25
	12/01/2017	$39.35	$7.60	$14.15	$0.00	$61.10
	06/01/2018	$40.30	$7.60	$14.15	$0.00	$62.05
	12/01/2018	$41.25	$7.60	$14.15	$0.00	$63.00
	06/01/2019	$42.25	$7.60	$14.15	$0.00	$64.00
	12/01/2019	$43.25	$7.60	$14.15	$0.00	$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR	12/01/2016	$37.25	$7.60	$14.15	$0.00	$59.00
LABORERS - ZONE 1	06/01/2017	$38.25	$7.60	$14.15	$0.00	$60.00
	12/01/2017	$39.10	$7.60	$14.15	$0.00	$60.85
	06/01/2018	$40.05	$7.60	$14.15	$0.00	$61.80
	12/01/2018	$41.00	$7.60	$14.15	$0.00	$62.75
	06/01/2019	$42.00	$7.60	$14.15	$0.00	$63.75
	12/01/2019	$43.00	$7.60	$14.15	$0.00	$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	12/01/2016	$36.50	$7.60	$14.15	$0.00	$58.25
LABORERS - ZONE 1	06/01/2017	$37.50	$7.60	$14.15	$0.00	$59.25
	12/01/2017	$38.35	$7.60	$14.15	$0.00	$60.10
	06/01/2018	$39.30	$7.60	$14.15	$0.00	$61.05
	12/01/2018	$40.25	$7.60	$14.15	$0.00	$62.00
	06/01/2019	$41.25	$7.60	$14.15	$0.00	$63.00
	12/01/2019	$42.25	$7.60	$14.15	$0.00	$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2016	$44.94	$10.00	$15.25	$0.00	$70.19
OPERATING ENGINEERS LOCAL 4	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	08/01/2015	$58.86	$9.80	$19.23	$0.00	$87.89
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER	08/01/2015	$42.04	$9.80	$19.23	$0.00	$71.07
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT)	08/01/2015	$63.06	$9.80	$19.23	$0.00	$92.09
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT)	08/01/2015	$88.23	$9.80	$19.23	$0.00	$117.26
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction)	03/01/2017	$48.33	$13.00	$17.45	$0.00	$78.78
ELECTRICIANS LOCAL 103	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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN *ELECTRICIANS LOCAL 103*	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

Apprentice - *ELECTRICIAN - Local 103*

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

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$19.71	$13.00	$0.59	$0.00	$33.30
2	40	$19.71	$13.00	$0.59	$0.00	$33.30
3	45	$22.18	$13.00	$13.39	$0.00	$48.57
4	45	$22.18	$13.00	$13.39	$0.00	$48.57
5	50	$24.64	$13.00	$13.76	$0.00	$51.40
6	55	$27.10	$13.00	$14.12	$0.00	$54.22
7	60	$29.57	$13.00	$14.50	$0.00	$57.07
8	65	$32.03	$13.00	$14.87	$0.00	$59.90
9	70	$34.50	$13.00	$15.25	$0.00	$62.75
10	75	$36.96	$13.00	$15.62	$0.00	$65.58

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*	01/01/2017	$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 - 01/01/2017

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*	01/01/2017	$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	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2017	$42.15	$10.00	$15.25	$0.00	$67.40
	11/01/2017	$42.88	$10.00	$15.25	$0.00	$68.13
	05/01/2018	$43.59	$10.00	$15.25	$0.00	$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2017	$43.61	$10.00	$15.25	$0.00	$68.86
	11/01/2017	$44.34	$10.00	$15.25	$0.00	$69.59
	05/01/2018	$45.06	$10.00	$15.25	$0.00	$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2017	$22.41	$10.00	$15.25	$0.00	$47.66
	11/01/2017	$22.83	$10.00	$15.25	$0.00	$48.08
	05/01/2018	$23.26	$10.00	$15.25	$0.00	$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 103*	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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING *ELECTRICIANS LOCAL 103*	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 I*	12/01/2016	$20.50	$7.60	$14.15	$0.00	$42.25
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE I*	03/01/2016	$42.13	$9.80	$17.62	$0.00	$69.55

Apprentice - *FLOORCOVERER - Local 2168 Zone I*

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
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS 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 - *GLAZIER - Local 35 Zone 2*
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*	02/01/2017	$43.72	$11.45	$23.07	$2.35	$80.59
	08/01/2017	$44.82	$11.45	$23.07	$2.35	$81.69
	02/01/2018	$45.97	$11.45	$23.07	$2.35	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 103*	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*	02/01/2017	$43.72	$11.45	$23.07	$2.35	$80.59
	08/01/2017	$44.82	$11.45	$23.07	$2.35	$81.69
	02/01/2018	$45.97	$11.45	$23.07	$2.35	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) *PIPEFITTERS LOCAL 537*	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*	03/01/2017	$51.19	$9.70	$18.14	$0.00	$79.03

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS *LABORERS - ZONE 1*	12/01/2016	$37.10	$7.60	$14.15	$0.00	$58.85
	06/01/2017	$38.10	$7.60	$14.15	$0.00	$59.85
	12/01/2017	$38.95	$7.60	$14.15	$0.00	$60.70
	06/01/2018	$39.90	$7.60	$14.15	$0.00	$61.65
	12/01/2018	$40.85	$7.60	$14.15	$0.00	$62.60
	06/01/2019	$41.85	$7.60	$14.15	$0.00	$63.60
	12/01/2019	$42.85	$7.60	$14.15	$0.00	$64.60
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)*	03/16/2017	$44.65	$7.80	$20.85	$0.00	$73.30

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *IRONWORKER - Local 7 Boston*

Effective Date - 03/16/2017

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	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
For apprentice rates see "Apprentice- LABORER"						
LABORER *LABORERS - ZONE 1*	12/01/2016	$36.35	$7.60	$14.15	$0.00	$58.10
	06/01/2017	$37.35	$7.60	$14.15	$0.00	$59.10
	12/01/2017	$38.20	$7.60	$14.15	$0.00	$59.95
	06/01/2018	$39.15	$7.60	$14.15	$0.00	$60.90
	12/01/2018	$40.10	$7.60	$14.15	$0.00	$61.85
	06/01/2019	$41.10	$7.60	$14.15	$0.00	$62.85
	12/01/2019	$42.10	$7.60	$14.15	$0.00	$63.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER - Zone 1*

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$21.81	$7.60	$14.15	$0.00	$43.56
2	70	$25.45	$7.60	$14.15	$0.00	$47.20
3	80	$29.08	$7.60	$14.15	$0.00	$50.83
4	90	$32.72	$7.60	$14.15	$0.00	$54.47

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$22.41	$7.60	$14.15	$0.00	$44.16
2	70	$26.15	$7.60	$14.15	$0.00	$47.90
3	80	$29.88	$7.60	$14.15	$0.00	$51.63
4	90	$33.62	$7.60	$14.15	$0.00	$55.37

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER *LABORERS - ZONE 1*	12/01/2016	$36.35	$7.60	$14.15	$0.00	$58.10
	06/01/2017	$37.35	$7.60	$14.15	$0.00	$59.10
	12/01/2017	$38.20	$7.60	$14.15	$0.00	$59.95
	06/01/2018	$39.15	$7.60	$14.15	$0.00	$60.90
	12/01/2018	$40.10	$7.60	$14.15	$0.00	$61.85
	06/01/2019	$41.10	$7.60	$14.15	$0.00	$62.85
	12/01/2019	$42.10	$7.60	$14.15	$0.00	$63.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 1*	12/01/2016	$36.35	$7.60	$14.15	$0.00	$58.10
	06/01/2017	$37.35	$7.60	$14.15	$0.00	$59.10
	12/01/2017	$38.20	$7.60	$14.15	$0.00	$59.95
	06/01/2018	$39.15	$7.60	$14.15	$0.00	$60.90
	12/01/2018	$40.10	$7.60	$14.15	$0.00	$61.85
	06/01/2019	$41.10	$7.60	$14.15	$0.00	$62.85
	12/01/2019	$42.10	$7.60	$14.15	$0.00	$63.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER *LABORERS - ZONE 1*	12/01/2016	$36.50	$7.60	$14.15	$0.00	$58.25
	06/01/2017	$37.50	$7.60	$14.15	$0.00	$59.25
	12/01/2017	$38.35	$7.60	$14.15	$0.00	$60.10
	06/01/2018	$39.30	$7.60	$14.15	$0.00	$61.05
	12/01/2018	$40.25	$7.60	$14.15	$0.00	$62.00
	06/01/2019	$41.25	$7.60	$14.15	$0.00	$63.00
	12/01/2019	$42.28	$7.60	$14.15	$0.00	$64.03
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER *LABORERS - ZONE 1*	12/01/2016	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER *LABORERS - ZONE 1*	12/01/2016	$36.35	$7.60	$14.15	$0.00	$58.10
	06/01/2017	$37.35	$7.60	$14.15	$0.00	$59.10
	12/01/2017	$38.20	$7.60	$14.15	$0.00	$59.95
	06/01/2018	$39.15	$7.60	$14.15	$0.00	$60.90
	12/01/2018	$40.10	$7.60	$14.15	$0.00	$61.85
	06/01/2019	$41.10	$7.60	$14.15	$0.00	$62.85
	12/01/2019	$42.10	$7.60	$14.15	$0.00	$63.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER *LABORERS - ZONE 1*	12/01/2016	$36.35	$7.60	$14.15	$0.00	$58.10
	06/01/2017	$37.35	$7.60	$14.15	$0.00	$59.10
	12/01/2017	$38.20	$7.60	$14.15	$0.00	$59.95
	06/01/2018	$39.15	$7.60	$14.15	$0.00	$60.90
	12/01/2018	$40.10	$7.60	$14.15	$0.00	$61.85
	06/01/2019	$41.10	$7.60	$14.15	$0.00	$62.85
	12/01/2019	$42.10	$7.60	$14.15	$0.00	$63.85
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	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2017	$38.78	$10.75	$17.67	$0.00	$67.20

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MARBLE & TILE FINISHER - Local 3 Marble & Tile*
Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.39	$10.75	$17.67	$0.00	$47.81
2	60	$23.27	$10.75	$17.67	$0.00	$51.69
3	70	$27.15	$10.75	$17.67	$0.00	$55.57
4	80	$31.02	$10.75	$17.67	$0.00	$59.44
5	90	$34.90	$10.75	$17.67	$0.00	$63.32

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2017	$50.80	$10.75	$19.22	$0.00	$80.77

Apprentice - *MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile*
Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.40	$10.75	$19.22	$0.00	$55.37
2	60	$30.48	$10.75	$19.22	$0.00	$60.45
3	70	$35.56	$10.75	$19.22	$0.00	$65.53
4	80	$40.64	$10.75	$19.22	$0.00	$70.61
5	90	$45.72	$10.75	$19.22	$0.00	$75.69

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*	04/01/2017	$38.62	$9.90	$18.50	$0.00	$67.02
	10/01/2017	$39.52	$9.90	$18.50	$0.00	$67.92
	04/01/2018	$40.42	$9.90	$18.50	$0.00	$68.82
	10/01/2018	$41.32	$9.90	$18.50	$0.00	$69.72
	04/01/2019	$42.22	$9.90	$18.50	$0.00	$70.62

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 1*

Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$21.24	$9.90	$5.31	$0.00	$36.45
2	65	$25.10	$9.90	$15.13	$0.00	$50.13
3	75	$28.97	$9.90	$16.10	$0.00	$54.97
4	85	$32.83	$9.90	$17.06	$0.00	$59.79

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$21.74	$9.90	$5.31	$0.00	$36.95
2	65	$25.69	$9.90	$15.13	$0.00	$50.72
3	75	$29.64	$9.90	$16.10	$0.00	$55.64
4	85	$33.59	$9.90	$17.06	$0.00	$60.55

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER *LABORERS - ZONE 1*	12/01/2016	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
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*	01/01/2017	$51.41	$7.85	$16.10	$0.00	$75.36

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*
Effective Date - 01/01/2017

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

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2017	$42.31	$7.85	$16.10	$0.00	$66.26

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*

Apprentice - *PAINTER Local 35 Zone 2 - Spray/Sandblast - New*
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*	01/01/2017	$40.37	$7.85	$16.10	$0.00	$64.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint*
Effective Date - 01/01/2017

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*	12/01/2016	$36.35	$7.60	$14.15	$0.00	$58.10
	06/01/2017	$37.35	$7.60	$14.15	$0.00	$59.10
	12/01/2017	$38.20	$7.60	$14.15	$0.00	$59.95
	06/01/2018	$39.15	$7.60	$14.15	$0.00	$60.90
	12/01/2018	$40.10	$7.60	$14.15	$0.00	$61.85
	06/01/2019	$41.10	$7.60	$14.15	$0.00	$62.85
	12/01/2019	$42.10	$7.60	$14.15	$0.00	$63.85
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*	01/01/2017	$40.91	$7.85	$16.10	$0.00	$64.86

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2017	$38.97	$7.85	$16.10	$0.00	$62.92

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

Apprentice - *PILE DRIVER - Local 56 Zone 1*
Effective Date - 08/01/2015

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

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER *PIPEFITTERS LOCAL 537*	03/01/2017	$51.19	$9.70	$18.14	$0.00	$79.03

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PIPEFITTER - Local 537*
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	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10

For apprentice rates see "Apprentice- LABORER"

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

Apprentice - *PLUMBER/GASFITTER - Local 12*
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*	03/01/2017	$51.19	$9.70	$18.14	$0.00	$79.03

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR *LABORERS - ZONE 1*	12/01/2016	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER *LABORERS - ZONE 1*	12/01/2016	$37.35	$7.60	$14.15	$0.00	$59.10
	06/01/2017	$38.35	$7.60	$14.15	$0.00	$60.10
	12/01/2017	$39.20	$7.60	$14.15	$0.00	$60.95
	06/01/2018	$40.15	$7.60	$14.15	$0.00	$61.90
	12/01/2018	$41.10	$7.60	$14.15	$0.00	$62.85
	06/01/2019	$42.10	$7.60	$14.15	$0.00	$63.85
	12/01/2019	$43.10	$7.60	$14.15	$0.00	$64.85
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*	05/01/2017	$28.18	$8.23	$9.72	$0.00	$46.13
	07/01/2017	$28.18	$8.48	$9.72	$0.00	$46.38
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 25b*	05/01/2017	$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)*	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.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

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

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$16.16	$7.07	$0.00	$0.00	$23.23
2	60	$16.16	$7.07	$0.00	$0.00	$23.23
3	65	$17.50	$7.07	$7.18	$0.00	$31.75
4	70	$18.85	$7.07	$7.18	$0.00	$33.10
5	75	$20.20	$7.07	$7.18	$0.00	$34.45
6	80	$21.54	$7.07	$7.18	$0.00	$35.79
7	85	$22.89	$7.07	$7.18	$0.00	$37.14
8	90	$24.24	$7.07	$7.18	$0.00	$38.49

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR *LABORERS - ZONE 1*	12/01/2016	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
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 Waterproofing &Roofer Damproofg) *ROOFERS LOCAL 33*	02/01/2017	$41.36	$11.10	$13.80	$0.00	$66.26
	08/01/2017	$42.46	$11.10	$13.80	$0.00	$67.36
	02/01/2018	$43.61	$11.10	$13.80	$0.00	$68.51
	08/01/2018	$44.71	$11.10	$13.80	$0.00	$69.61
	02/01/2019	$45.86	$11.10	$13.80	$0.00	$70.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ROOFER - Local 33*

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.68	$11.10	$3.44	$0.00	$35.22
2	60	$24.82	$11.10	$13.80	$0.00	$49.72
3	65	$26.88	$11.10	$13.80	$0.00	$51.78
4	75	$31.02	$11.10	$13.80	$0.00	$55.92
5	85	$35.16	$11.10	$13.80	$0.00	$60.06

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.23	$11.10	$3.44	$0.00	$35.77
2	60	$25.48	$11.10	$13.80	$0.00	$50.38
3	65	$27.60	$11.10	$13.80	$0.00	$52.50
4	75	$31.85	$11.10	$13.80	$0.00	$56.75
5	85	$36.09	$11.10	$13.80	$0.00	$60.99

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive $1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE *ROOFERS LOCAL 33*	02/01/2017	$41.61	$11.10	$13.80	$0.00	$66.51
	08/01/2017	$42.71	$11.10	$13.80	$0.00	$67.61
	02/01/2018	$43.86	$11.10	$13.80	$0.00	$68.76
	08/01/2018	$44.96	$11.10	$13.80	$0.00	$69.86
	02/01/2019	$46.11	$11.10	$13.80	$0.00	$71.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2017	$43.72	$11.45	$23.07	$2.35	$80.59
	08/01/2017	$44.82	$11.45	$23.07	$2.35	$81.69
	02/01/2018	$45.97	$11.45	$23.07	$2.35	$82.84

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.49	$11.45	$5.24	$0.00	$34.18
2	40	$17.49	$11.45	$5.24	$0.00	$34.18
3	45	$19.67	$11.45	$10.31	$1.24	$42.67
4	45	$19.67	$11.45	$10.31	$1.24	$42.67
5	50	$21.86	$11.45	$11.21	$1.34	$45.86
6	50	$21.86	$11.45	$11.46	$1.34	$46.11
7	60	$26.23	$11.45	$13.02	$1.52	$52.22
8	65	$28.42	$11.45	$13.93	$1.61	$55.41
9	75	$32.79	$11.45	$15.74	$1.80	$61.78
10	85	$37.16	$11.45	$17.05	$1.97	$67.63

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.93	$11.45	$5.24	$0.00	$34.62
2	40	$17.93	$11.45	$5.24	$0.00	$34.62
3	45	$20.17	$11.45	$10.31	$1.26	$43.19
4	45	$20.17	$11.45	$10.31	$1.26	$43.19
5	50	$22.41	$11.45	$11.21	$1.35	$46.42
6	50	$22.41	$11.45	$11.46	$1.36	$46.68
7	60	$26.89	$11.45	$13.02	$1.54	$52.90
8	65	$29.13	$11.45	$13.93	$1.64	$56.15
9	75	$33.62	$11.45	$15.74	$1.82	$62.63
10	85	$38.10	$11.45	$17.05	$2.00	$68.60

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*	03/01/2017	$56.08	$8.77	$17.20	$0.00	$82.05

Apprentice - *SPRINKLER FITTER - Local 550 (Section A) Zone 1*
Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.63	$8.52	$8.70	$0.00	$36.85
2	40	$22.43	$8.52	$8.70	$0.00	$39.65
3	45	$25.24	$8.52	$8.70	$0.00	$42.46
4	50	$28.04	$8.52	$8.70	$0.00	$45.26
5	55	$30.84	$8.52	$8.70	$0.00	$48.06
6	60	$33.65	$8.52	$10.20	$0.00	$52.37
7	65	$36.45	$8.52	$10.20	$0.00	$55.17
8	70	$39.26	$8.52	$10.20	$0.00	$57.98
9	75	$42.06	$8.52	$10.20	$0.00	$60.78
10	80	$44.86	$8.52	$10.20	$0.00	$63.58

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

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

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 103*

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

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$14.78	$13.00	$0.44	$0.00	$28.22
2	40	$14.78	$13.00	$0.44	$0.00	$28.22
3	45	$16.63	$13.00	$12.55	$0.00	$42.18
4	45	$16.63	$13.00	$12.55	$0.00	$42.18
5	50	$18.48	$13.00	$12.82	$0.00	$44.30
6	55	$20.33	$13.00	$13.10	$0.00	$46.43
7	60	$22.18	$13.00	$13.39	$0.00	$48.57
8	65	$24.02	$13.00	$13.66	$0.00	$50.68
9	70	$25.87	$13.00	$13.95	$0.00	$52.82
10	75	$27.72	$13.00	$14.22	$0.00	$54.94

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2017	$49.70	$10.75	$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 - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.85	$10.75	$19.22	$0.00	$54.82
2	60	$29.82	$10.75	$19.22	$0.00	$59.79
3	70	$34.79	$10.75	$19.22	$0.00	$64.76
4	80	$39.76	$10.75	$19.22	$0.00	$69.73
5	90	$44.73	$10.75	$19.22	$0.00	$74.70

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$37.70	$7.60	$14.35	$0.00	$59.65
TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$36.42	$7.60	$14.35	$0.00	$58.37
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$36.30	$7.60	$14.35	$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	$48.58	$7.60	$14.75	$0.00	$70.93
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$50.58	$7.60	$14.75	$0.00	$72.93
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$40.65	$7.60	$14.75	$0.00	$63.00
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$42.65	$7.60	$14.75	$0.00	$65.00
VAC-HAUL *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$33.54	$10.91	$10.89	$0.00	$55.34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR *LABORERS - ZONE 1*	12/01/2016	$36.60	$7.60	$14.15	$0.00	$58.35
	06/01/2017	$37.60	$7.60	$14.15	$0.00	$59.35
	12/01/2017	$38.45	$7.60	$14.15	$0.00	$60.20
	06/01/2018	$39.40	$7.60	$14.15	$0.00	$61.15
	12/01/2018	$40.35	$7.60	$14.15	$0.00	$62.10
	06/01/2019	$41.35	$7.60	$14.15	$0.00	$63.10
	12/01/2019	$42.35	$7.60	$14.15	$0.00	$64.10
For apprentice rates see "Apprentice- LABORER"						
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*	03/01/2017	$52.69	$11.32	$15.46	$0.00	$79.47
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

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

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

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

NOTICE: TO AWARDING AUTHORITIES AND CONTRACTORS

ISSUED: SEPTEMBER 1, 2006

DRIVERS WHO HAUL BITUMINOUS CONCRETE (ASPHALT)

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

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

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

DRIVERS WHO HAUL READY-MIX CONCRETE (CEMENT)

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

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

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

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

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

NOTICE TO AWARDING AUTHORITIES

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

NOTICE TO CONTRACTORS

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

WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE

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

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

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

STATEMENT OF COMPLIANCE

_____, 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.