Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at dgelineau@beverlyma.gov and provide us with the following information. In the event an addendum is issued it will be sent to all bidders who have provided the City with this information.

Request for Proposal or Invitation for Bid Number: 15-025

Contact Name:

_____

Company Name:

_____

Address:

_____

City/Town: State: Zip Code:

_____ _____ _____

Phone:

_____

Fax:

_____

Cell:

_____

Email:

_____

Site Visit Monday August 10, 2015 11:00 A.M. Beverly Airport, 45 L.P. Henderson Road Beverly, MA Meet in the Parking Lot

CITY OF BEVERLY

15-025

Asbestos Abatement Building 45 Beverly Airport

BIDS DUE:

Thursday, August 20, 2015 @ 11:00 A.M.

at the Office of the
Purchasing Agent, City Hall
191 Cabot Street, Beverly,
Massachusetts 01915

Site Visit Monday August 10, 2015 11:00 A.M. Beverly Airport, 45 L.P. Henderson Road Beverly, MA Meet in the Parking Lot

Forms

Submitted Forms Checklist

For the Bidder's Convenience we have included this form.

Please be sure you have included the following.

Included

☐ **Yes** ☐ **No** Form for the Bid

☐ **Yes** ☐ **No** Bid Security

☐ **Yes** ☐ **No** Certification of Good Faith

☐ **Yes** ☐ **No** Conflict of Interest Certification

☐ **Yes** ☐ **No** Certificate of State Tax Compliance

☐ **Yes** ☐ **No** Corporate Vote

☐ **Yes** ☐ **No** Certificate of Compliance with M.G.L. c.151B

☐ **Yes** ☐ **No** Certificate of Non-Debarment

☐ **Yes** ☐ **No** Affidavit of OSHA Compliance

_____

Signature

INSTRUCTIONS TO BIDDERS

1.1 SECURING DOCUMENTS

A. Bidding Documents include the Invitation to Bid, Instructions to Bidders, Form for Bid, Bid Bond Form, and any Addenda issued prior to receipt of Bids. The Contract Documents for the proposed Work consist of the Bidding Documents, the Agreement (or Contract) Between Contractor And Owner, vote of Corporation authorizing Signing of Contract, the General Conditions of the Contract for Construction, Supplementary Conditions, Statutory Provisions for Massachusetts Public Construction Contracts, the Drawings, the Specifications, and all Modifications issued after execution of the Contract.

B. All definitions set forth in the General Conditions of the Contract for Construction, or in other Contract Documents, are applicable to the Bidding Documents.

C. Addenda are written or graphic instruments issued by the Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

D. A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents.

1.2 COPIES OF BIDDING/CONTRACT DOCUMENTS

A. Bidders may obtain complete sets of the Contract Documents as described in the Advertisement.

B. Bidders shall use complete sets of Contract Documents in preparing Bids; the Owner shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

C. The Owner in making copies of the Contract Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

1.3 BIDDERS RESPRESENTATIONS

A. Each Bidder by making his Bid represents that:

1. They have read and carefully examined and understands the Contract Documents and his Bid is made in accordance therewith.

2. They have visited the site, have familiarized themselves with the local conditions under which the Work is to be performed and have correlated their observations with the requirements of the proposed Contract Documents.

3. Their Bid is based upon the materials, systems, and equipment required by the Contract Documents without exception.

4. They have carefully examined all available relevant information including geotechnical reports, and existing condition drawings prepared by other architects.

5. They understand to the fullest extent that the award of this contract is contingent upon an availability of sufficient funds. Assuming sufficient funds are available for this project the work will begin on or around August 31, 2015.

B. By signing and submitting a Bid, each bidder (1) represents that in regard to the conditions affecting the work to be done and the labor and materials needed, their Bid is based solely on their familiarization with the site in conjunction with the Contract Documents and other documents, and not on any oral or other representations of any employee, officer, agent or consultant of the Awarding Authority, and (2) agrees and assures that the site, the Contract Documents have been examined; that the Contract Documents are adequate; and that the required results can be produced under the Contract Documents. Documents are adequate; and that the required results can be produced under the Contract Documents.

1.4 INTERPRETATION AND CORRECTION OF DOCUMENTS

A. Bidders shall promptly notify the Owner in writing, of any ambiguity, inconsistency or error which they may discover upon examination of the Contract Documents or the site and local conditions. Failure to so notify the Owner of any ambiguity, inconsistency or error that the bidder discovers or should have discovered in, or knows or should know exists in, the Contract Documents or the site and local conditions, shall preclude the bidder, if awarded a contract, from claiming or receiving any adjustments to the contract price or contract time on account of such ambiguity, inconsistency or error.

B. Bidders requiring clarification or interpretation of the Contract Documents shall make a written request which shall reach the Owner at least three (3) business days prior to the date for receipt of Bids. Inquiries may be emailed to Assistant Purchasing Agent Connie Linscott: clinscott@beverlyma.gov Bidders must identify the Project in all communications.

C. Any interpretations, corrections or changes of the Contract Documents will be made, if at all, by written Addendum, which, when issued, become part of the Bidding/Contract Documents. Interpretations, corrections or changes of the Contract Documents purported to be made in any other manner shall have no standing, and Bidders shall not rely upon such interpretations, corrections and changes.

D. Any estimates of quantities of materials or work that may be provided by the Awarding Authority or its architects, engineers or other consultants are for purposes of bid comparison only and are not guaranteed.

E. The Awarding Authority makes no warranty, express or implied, that the Contract Documents and any estimates provided in connection therewith are accurate as to the kind or quantity of work required, and any such warranties are hereby expressly disclaimed. Each Bidder shall proceed at his own risk in investigating the proposed work, reviewing site conditions and the proposed Contract Documents, and submitting a bid.

1.5 ADDENDUM

A. Addenda will be sent by email to all Bidders of record at the respective email addresses furnished by the Bidders for such purposes. Nevertheless, Bidders are solely responsible to ensure that they have received all Addenda.

B. No Addenda will be issued later than two (2) calendar days prior to the date for receipt of Bids except

an Addendum which includes postponement of the date for receipt of Bids.

C. Each Bidder shall ascertain prior to submitting a Bid that he has received all Addenda issued, and shall acknowledge their receipt in his Bid.

1.6 PREPARATION OF BIDS

A. Each Bid shall be submitted on the prescribed FORM FOR BID.

B. Each Bid shall submit one original and one copy of their bid to the City.

C. Every bid which is not accompanied by a bid deposit, in the amount of five percent (5%) of the total bid price, or which does not otherwise conform to sections 44A-44H, inclusive, of Chapter 149 of the General Laws, or which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for, will be rejected. All blank spaces on the bid form shall be filled in, in ink or type- written, in words and figures, without alterations or erasures. Use figures alone only where no space is provided for words. Every bid shall be signed in longhand by the Bidder and shall give the Bidder's business address.

D. All bids for this Project are subject to the provisions of Massachusetts General Laws (Ter. Ed.), Chapter 30, Section 39M as amended and Chapter 149, Sections 44A through 44L inclusive and Chapter 149, Sections 26 through 27D inclusive.

1.7 BID SECURITY

A. Each Bid shall be accompanied by bid Security equal to five percent (5%) of the Bid amount in the form of a Bid Bond, Cash or a Certified, Treasurer's or Cashier's Check issued by a responsible U.S. bank or Trust Company, payable to the City of Beverly. Any surety bond provided must be from a surety company on the US Treasury list with a rate of at least an A+, Category X. Each Bidder shall attach the required Bid Bond of Check to the Bid Form. A Bid Bond must be (a) in a form satisfactory to the City; (b) issued by a surety company qualified to do business in the Commonwealth and satisfactory to the awarding authority; and (c) conditioned upon the faithful performance by the principal of the agreements contained in the bid.

1.8 SUBMISSION OF BIDS

A. Each Bid shall be submitted on the FORM FOR BID furnished by the Owner, or copied from the Bid document. All blank spaces shall be filled in, in ink or typewritten, in words or figures without alterations or erasures. Use figures alone only where no space is provided for words. The FORM FOR BID must be signed in longhand by the Bidder and shall give the bidder's business address. The Form for Bid, including the Bid Security, shall be enclosed in a sealed envelope with the following plainly marked on the outside:

BID FOR:
ASBESTOS ABATEMENT BUILDING 45 BEVERLY AIRPORT

If the Bid is mailed, the Bidder shall enclose his sealed Bid in an outer envelope, addressed as

follows: FROM: Bidder's Name and Business Address
ASBESTOS ABATEMENT BUILDING 45 BEVERLY AIRPORT

To: Purchasing Department
City of Beverly

191 Cabot Street
Beverly, MA 01915

1. Each Bidder shall include the following with their Bid:
   a. Form for the Bid
   b. Bid Security

B. All bidders are cautioned to allow ample time for transmittal of Bids. Bids received after the specified time and date will not be accepted nor recognized. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.

C. Any bid may be withdrawn prior to the time scheduled for the opening of such bids or authorized postponement thereof. No bid may be withdrawn for thirty (30) days, Saturdays, Sundays and legal holidays excluded, after opening of Bids. No telephone or telegraphic bid, change in bid or withdrawal of bid will be received nor recognized.

1.9 RIGHT TO REJECT BIDS

A. The Awarding Authority reserves the right to reject any or all Bids if it be in the public interest so to do, and for any other reason permitted by law. (G.L. c.149, §.44E)

1.10 METHOD OF AWARD

A. The Contract will be awarded to the lowest responsible and eligible Bidder on the basis of the proposed Contract Price.

B. The award of Contract will be made, if at all, within thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of Bids

C. Special attention is directed to the provisions of Sections 44A through 44L of Chapter 149 defining the term "lowest responsible and eligible Bidder" and giving the Awarding Authority the right to require essential information in regard to qualifications. The successful Bidder must submit a payment bond in the amount of 50% of their bid price. Such bond must be issued by a surety who is qualified to do business in the Commonwealth of Massachusetts and who is satisfactory to the Awarding Authority.

D. In the event of a tie of two vendors, the vendors will be invited to the procurement office for a coin toss to break the tie. In the event of a tie of more than two vendors, the vendors will be invited to the procurement office for a random drawing to break the tie.

E. If the Bidder selected as Contractor fails to execute the Agreement in accordance with the terms of their Bid and G.L.c.149, §44E, and to furnish a 50 percent Payment Bond as required by the Bidding Documents, an award will be made to the next lowest responsible and eligible Bidder.

F. The 30 day time limit will not apply to a second or subsequent award made after the expiration of the time limit because the first lowest responsible and eligible Bidder fails to execute the Agreement or to furnish a Payment Bond.

1.11 EXECUTION OF CONTRACTS

A. The Bidder who is selected as Contractor shall promptly confer with the Owner; shall execute the Agreement with the Owner within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof in accordance with their Bid; and shall furnish with the executed Agreement, a Payment Bond, which shall be in the sum of 50 percent of the Contract Price, the premiums for which are to be paid by the Contractor and are included in the Contract Price. The form for the bond is contained herein. The Surety company must be qualified to do business under the laws of the

Commonwealth of Massachusetts and must be satisfactory to the Awarding Authority. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

B. The selected Bidder must agree to commence work within five (5) days of execution of a Contract and to substantially complete all Work in accordance with the phasing schedule contained in the Contract Documents.

1.12 SALES TAX

A. The Owner is exempt from payment of sales and use taxes in the Commonwealth of Massachusetts. Bidders shall not include in their Bid any tax imposed upon the sales or rentals of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to construct and complete the Work of this Contract.

B. The Owner will furnish tax exemption certificates as required to the selected Contractor and Subcontractors.

1.13 PROPRIETARY MATERIALS

A. Attention is directed to the provisions of G.L. Chapter 30, Sec. 39M, which require full competition on each item of material to be furnished under contracts for public work.

1.14 SUBSTITUTIONS

A. The Project is subject to M.G.L. Ch. 30, Section 39M (b), requiring that specifications be written to provide full competition for each item of material to be furnished under the Contract. Notwithstanding anything to the contrary herein, the City shall consider any proposed equals in accordance with and to the extent required by section 39M (b) of chapter 30 of the General Laws, which is incorporated herein by reference.

B. Basis-of-Design Product Specification: The specifications may contain specific manufacturer's products including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers. This shall not limit the use of products from other manufacturers considered equal to the named product.

C. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product. M.G.L. Ch. 30, Section 39M(b), further defines “or equal” as a product that”

1. Is at least equal in quality, durability, appearance, strength and design.
2. Will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased.
3. Conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications.

D. Any bidder that questions the “or equal” status of a product or system is encouraged to submit the product to the Architect during the bid phase for review and approval as an “or equal.”

1. A substitution request form has been included in the Bidding Documents (CSI form 1.5C) for the bidders use.

1.15 PREVAILING WAGES

A. Prevailing wages are applicable to this project under G.L. c. 149, §§ 26-27D. The prevailing wage rate sheets applicable to the project work, and example payroll record form and statement of compliance form are included in the Bidding Documents.

1.16 PERMITS AND FEES

A. Contractor shall obtain all permits required for construction work.

B. The City of Beverly will waive all fees required by the City of Beverly for all of the City of Beverly issued building permits. Do not include the building permit fee in the contract amount.

C. Contractor shall pay for all other permits, governmental fees and licenses for the Work.

1.17 INSURANCE REQUIREMENTS

A. The Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.

B. Contractor shall not commence work under this Contract until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. Contractor shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.

C. Subcontracts: General Contractor shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.

D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.

E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Lease Agreement. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.

F. Deductibles: In the event of paid claims, Contractor shall bear costs of any amounts deductible.

G. The Owner shall be named as additional insured under all policies.

<u>COVERAGE AND LIMITS</u>

A. Workers' Compensation Insurance:

The General Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A: Statutory

Coverage B: $500,000/$500,000/$500,000

B. General Contractor Liability Insurance

The General Contractor shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Contract. Commercial General Liability Insurance must be included with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	$1,000,000
Personal Injury and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Medical Payments	$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The City of Beverly must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:
Bodily Injury and Property Damage: $1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of General Contractor, all subcontractors and lower tier contractors. The City of Beverly shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.
The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required.
The limits of liability to be provided shall be as follows:

$2,000,000 per occurrence Bodily Injury and Property Damage
$2,000,000 per occurrence Personal Injury and Advertising Injury
$2,000,000 General Aggregate
$2,000,000 Products and Completed Operations Aggregate E.

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of 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 the Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Designer, the Owner, and their 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 injuries to any person or corporation received or sustained by or from the Contractor and its 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 its employees therein.

PAYMENT BOND

The Contractor shall provide the City of Beverly with a 50% labor and materials or payment bond executed by a surety company licensed by the Commonwealth of Massachusetts.

1.18 COMMENCEMENT OF WORK AND TIME OF COMPLETION

A. Schedule, Phasing of the Work and Substantial Completion

1. On-Site Work shall begin upon receipt of the Notice to Proceed. Contractor may begin mobilizing on August 31, 2015.
2. Work shall be completed on or before September 28, 2015.

1.19 TIMELY COMPLETION AND LIQUIDATED DAMAGES

A. The Contractor shall start the work under this Contract on written notice from and on the date set by Owner. The Contractor shall start the work at the building on the date set by the Owner and shall continue, without interruption, to completion with all the practical dispatch and regularity. It is expected that the work be fully completed by September 28, 2015.

B. In case all work is not fully completed within the time specified, it shall be understood and agreed that the Contractor shall pay the Owner, not as a penalty but as liquidated damages, $500/day for each calendar day of delay until the entire Work is substantially complete, up to and including the day of Substantial Completion as further provided in the Contract Documents.

FORM FOR BID

To: City of Beverly, Massachusetts, Awarding Authority

From: _____Contractor

A. ASBESTOS ABATEMENT BUILDING 45 BEVERLY AIRPORT:

1. BID: The undersigned proposes to furnish all labor and materials required for Project located in Beverly, Massachusetts, in accordance with the accompanying specifications specified below, subject to additions and deductions, if applicable, according to the terms of the specifications, for the lump sum price of

   _____

   Dollars (Total contract price in words, which governs)

   (_____)

   (Total contract price amount in numbers)

B. **ADDENDA:** This Bidder has received, and this bid includes, the following addenda of which receipt is hereby acknowledged:

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

C. **CONTRACT:** The undersigned agrees that, if he is selected as contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

D. **Examined Conditions and Documents:** The undersigned Bidder hereby declares that they have visited the site, the conditions present, and has carefully examined the Contract Documents, together with all Addenda issued, received and acknowledged below, and has familiarized himself with the legal requirements (federal, state, and local laws, ordinances, and rule and regulations) and other conditions which may affect the cost, progress or performance of Work, and has made independent investigations, deemed necessary by the Bidder.

E. **LABOR:** The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of Chapter 149 of the Massachusetts General Laws.

F. **NON-COLLUSION CERTIFICATION**: The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this Paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

G. **OSHA COMPLIANCE CERTIFICATION:** The undersigned agrees that if he is selected as the contractor, he will comply with the provisions of M.G.L. Chapter 30, Section 39S. The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

H. **TAXES:** As required by MGL, Chapter 62C, s49A, the undersigned certifies that the bidder has complied with all laws of the Commonwealth relating to taxes.

I. **DEBARMENT:** The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under provisions of Section 29F of Chapter 29, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereunder.

J. **TIME OF COMPLETION:** If selected Contractor the undersigned agrees to begin and complete the work as specified in the Contract Documents.

K. **AUTHORITY RIGHTS:** The Bidder understands the Awarding Authorities right to reject any and all bids. Should the Invitation to Bid, Instruction to Bidders, Form For Bid, Conditions of the Contract, Plans or Specifications require submission of special data to accompany the Bid, the Awarding Authority reserves the right to rule the bidder's failure to submit such data an informality and to receive said data subsequently, within a reasonable time as set by the Authority.

The Bidder acknowledges that no proposal may be withdrawn for 30 days, Saturdays, Sundays, and legal holidays excluded, after opening of bids per MGL c. 149, 44A(3).

Date: _____

Name of Bidder: _____

By: _____ _____
(Signature) (Title of Person Signing Bid)

_____
(Business Address)

_____
(City and State)

_____
Telephone Fax E-Mail

NOTE: *This proposal must bear the written signature of the bidder. If the bidder is a partnership, the proposal must be signed by a partner. If the bidder is a corporation, the proposal must be signed by a duly authorized officer or agent of such corporation.*

1) CONTRACT QUALIFICATION DATA

a) List the exact name of your firm.

_____

b) How many years has your firm been in business under its present business name and business organization structure?

_____years

c) How many years has your firm been regularly and actively engaged, performing the type of work described in the specification.

_____years

d) Does your firm have a twenty-four (24) hour emergency number that is staffed by a person and not an answering machine? □ Yes □ No

If yes, please list number: ( ) _____

Indicate below three (3) references that will serve to illustrate the ability of your firm to act as the primary contractor for the contract:

Client Name and Address	***Contact Person and Telephone #***
1.	
2.	
3.	

SIGNATURE OF AUTHORIZED INDIVIDUAL _____

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENT, that we_____with a place of business at_____, as Principal (the "Principal"), and_____, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at _____as Surety (the "Surety"), are held and firmly bound unto the City of Beverly, Massachusetts as Obligee (the "Obligee"), in the sum of _____lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a Contract with the Obligee, bearing the date of _____, for the construction of _____ _____.

NOW THE CONDITIONS of this obligation are such that if the Principal (and all Subcontractors under said contract) shall well and truly keep and perform all the undertakings, covenants, agreement, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions with notice to the Surety being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the City of Beverly, Massachusetts under the applicable provisions of the Contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the City of Beverly, Massachusetts promptly take such action as is necessary to complete said Contract in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this_____day of _____.

PRINCIPAL	SURETY
_____	_____
_____ [Name and Seal]	_____ [Attorney-in-fact] [Seal]
_____ [Title]	_____ [Address]
Attest: _____	_____ [Phone]
	Attest: _____

CITY OF BEVERLY

CONTRACT

DATE: _____

This Contract is entered into on, or as of, this date by and between the City of Beverly (the "City"), and

["Contractor"]

[Address of the Contractor]

[Telephone Number] [FAX Number]

1. This is a Contract for the procurement of the following:

2. The Contract price to be paid to the Contractor by the City of Beverly is:

3. Payment will be made as follows:

   In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with all applicable statutes, the City shall pay the Contractor the prices set forth in the Contractor's Bid/submission, a copy of which is attached hereto and incorporated by reference.

   This Contract is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the City. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the City's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the City.

   Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the City as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the City for services rendered in accordance with this Contract. The City shall not make payments in advance.

If the City objects to all or part of any invoice, the City shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the City's procurement documents, the Contractor shall take such measures only with the City's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the City unless otherwise agreed upon by the parties.

No payment by the City to the Contractor shall be deemed to be a waiver of any right of the City under this Contract or a ratification by the City of any breach hereof by the Contractor.

4. Definitions:

4.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the City of Beverly. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the City to insure that the goods or services are complete and are as specified in the Contract.

4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract. The Contractor's Bid/Submission is also included in the Contract documents. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the Procurement Documents (if any)
Fourth Priority:	Procurement Documents
Fifth Priority:	Contractor's Bid/submission.

4.3 The Contractor: The "other party" to any Contract with the City. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.5 Goods: Goods, Supplies or Materials.

4.6 SubContractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

4.7 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

Work shall commence by the Contractor by August 31, 2015. This Contract and the work of the Contractor shall be completed, in accordance with the provisions of the Contract Documents on or before September 28, 2015, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the City, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the City Finance Director. The time limits stated in the Contract documents are of the essence of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the City is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the City Accountant. In the absence of appropriation, this Contract shall be immediately terminated without liability for damages, penalties or other charges.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor, there will be no charge to Contractor for permits issued by the City of Beverly.

8. Termination and Default:

8.1 Without Cause. The City may terminate this Contract for convenience and without cause on seven (7) calendar days notice when in the best interests of the City by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the City to be in default of any term or condition of this Contract, the City may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be

deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the City may terminate this Contract upon written notice to the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

1) any material misrepresentation made by the Contractor to the City; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the City as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contact, and (viii) failure to comply with any and all requirements of state law and/or regulations, and City bylaw and/or regulations.

9. The Contractor's Breach and the City's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the City of Beverly shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

To the fullest extent permitted by law, from any sums due to the Contractor for services, the City may keep the whole or any part of the amount for expenses, losses and damages incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

10.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

10.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

10.4 The Contractor shall keep itself fully informed of all existing and future State and federal Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the City. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the City of Beverly, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

11. Conflict of Interest:

Both the City and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the City that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

14. Assignment:

Assignment of this Contract is prohibited, unless and only to the extent that assignment is provided for expressly in the Contract documents.

15. Condition of Enforceability Against the City:

This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor or his designee; and (2) endorsed with approval by the City Accountant as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form and (4) otherwise procured in accordance with all applicable federal, state, and local laws, rules, and regulations.

16. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the City of Beverly unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly

authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

17. Liability of Public Officials:
To the full extent permitted by law, no official, employee, agent or representative of the City of Beverly shall be individually or personally liable on any obligation of the City under this Contract.

18. Indemnification:
The Contractor shall indemnify, defend and save harmless the City, the City's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its boards, commissions, committees, employees, agents, subcontractors, material men, assigns and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder, or for any violation of federal, state, or local statute, by-law, or ordinance by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.. The Contractor further agrees to reimburse the City for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the City's gross negligence or willful misconduct. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this contract.

19. Workers Compensation Insurance:
The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the City for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the City evidence of such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the City.

20. Documents, Materials, Etc.
Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential to the extent permitted by law and shall not be made available to any individual or organization by the Contractor

(except agents, servants, or employees of the Contractor) without the prior written approval of the City, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66 *et seq.* of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the City, in the United States or any other country. The City shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the City shall vest in the City at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the City before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

21. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the City may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

22. Payment

The City agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the City of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

24. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of

law principles. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

25. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract and to the City of Beverly by being sent to the City Solicitor, Beverly City Hall, 191 Cabot Street, Beverly, Massachusetts 01915.

26. Binding on Successors:

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

27. Complete Contract/Severability:

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

28. Independent Contractor

The Contractor shall provide services under this Contract as an independent contractor with the City and not as an employee of the City. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the City, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

29. Use of Alcohol and Controlled Substances Prohibited/No Smoking

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on City property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the City shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement. Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers,

employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the City.

30. Supplemental Conditions

The foregoing provisions apply to all contracts to which the City of Beverly shall be a party. One of the following "Supplements" *must* be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

[ ] GOODS

SUPPLEMENT "G" - Applicable to Contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B)

[ ] SERVICES

SUPPLEMENT "S" - Applicable to Contracts for the procurement of Services (governed by the provisions of General Laws Chapter 30B)

[X] CONSTRUCTION

SUPPLEMENT "C" - Applicable to Contracts for Construction

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE CITY

_____

Mayor Date

THE CONTRACTOR

_____

Company Name

_____

Signature Date

_____

Print Name & Title

APPROVED AS TO FORM ONLY AND NOT AS TO SUBSTANCE:

_____

City Solicitor Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS

_____

Finance Director Date

SUPPLEMENT "C"

[] CONSTRUCTION

SUPPLEMENT "C" - Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works
(
(2) Public Buildings
(governed by the provisions of General Laws Chapter 149,§ 44A, et seq.); and

(3) Public Works
(governed by the provisions of General Laws Chapter 30, §39M, et seq)

1. This form supplements the City of Beverly "Contract and General Conditions" and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.

2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bond (where required) in the form required by the City and provide an original thereof to the City prior to the commencement of performance.

3. Equality:

   3.1. In the case of a closed Specification written for a specific item or items to be furnished under the Base Bid, such specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Sec. 44A et seq.

   3.2. Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility and quality. Final decision shall rest with the Project Representative as to its acceptability.

4.1 DELETED>

4.2 With regard to change orders requested by the Contractor, upon request of the City or Architect, the Contractor shall, without cost to the City, submit to the Architect and the City,

in such form as the Architect may require, a "Change Order Proposal" including a full description of the character and scope of work involved in any proposed extra Work or change in Work, an accurate written estimate of the cost of such proposed change including all the elements of pricing in appropriate detail, and an explanation of the impact of the proposed Change on the construction schedule. The cost estimate shall indicate the quantity and unit cost of each item of material or other product and the number of hours of Work and hourly rate for each class of labor as well as the description and amounts of all other costs chargeable. If required by the Architect or Owner, in order to establish the exact cost of new Work added or of previously required Work deleted, the Contractor shall obtain and furnish to the Architect bona fide proposals (on letterhead) from Subcontractors, Sub-subcontractors or recognized suppliers for furnishing labor and materials included in such Work, including the same supporting information. The Contractor shall promptly revise and resubmit such cost estimate if the Architect or the Owner determines that it is not in compliance with the requirements of this Contract, or that it contains errors of fact or mathematical errors.

The Contractor shall indicate in the Change Order Proposal any extension of the Contract Time that the Contractor believes is necessary if the change or extra work is ordered or that the Contractor believes it is entitled to for any other reason. If the Contractor claims an extension of the Contract time, the Contractor shall provide in the Change Order Proposal a full explanation of the need for a time extension with supporting documentation, including a schedule impact analysis, in form acceptable to the City and Architect indicating the activities affected and overall impact on the schedule of the proposed change. Requests for substitutions or other changes initiated by Contractor shall be submitted with a Change Order Proposal in accordance with all the provisions of this Contract.

Change Order Proposals shall be furnished promptly so as to occasion no delay in work, and shall be furnished at the Contractor's expense. By submitting a Change Order Proposal, the Contractor shall be deemed to certify in writing that the Change Order Proposal includes all work affected by the change, that the cost estimate indicated in the Change Proposal includes all direct, supplemental, indirect, consequential, serial and cumulative costs and delays, as applicable, and that those costs and delays would be necessarily incurred if the change or extra work is ordered, despite the Contractor's commercially reasonable and diligent efforts to mitigate them. The Contractor shall cooperate fully with the City and Architect to provide sufficient substantiation and explanation of costs and schedule impacts to allow the City and the Architect to reasonably evaluate the Change Order Proposal.

4.3. Any adjustment to the Contract sum as a result of a Change Order Proposal, shall be based on one of the following methods, as selected by the Owner:

(a) By unit prices stated in the Contract Documents or otherwise mutually agreed upon

(b) By Cost and Percentage estimated by the Contractor as provided in this Contract and accepted by the City, the Contractor's estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the work covered by the change

(c) By actual Cost determined after the work covered by the change is completed, plus percentage

(d) By determination by the Architect or the fair value of the work covered by the change

4.4 As used in this following section, "Cost" shall mean the estimated or actual net increase or decrease in cost to the Contractor, Sub-Contractor, or Sub-subcontractor for performing the work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages and associated taxes and benefits to workers, insurance, bonds and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of the Contractor's job superintendent or other supervisory or management personnel, or any amount for profit or fee to the Contractor, Sub-Contractor or Sub-subcontractor.

4.5"Percentage" shall mean an allowance calculated as a percentage of Cost to be added to or subtracted from the Contract Sum to cover overhead and profit and all other expenses (including but not limited to the salary and benefits of the Contractor's job superintendent and other supervisory and management personnel) which are not included in the cost of the work involved in the change.

4.5.1. Percentage for extra work performed by a Subcontractor shall be 15% of the actual net increase in the cost of the work, whether performed by the Subcontractor's own forces or by Sub-subcontractor's. In no event shall the aggregate of all percentage allowances for overhead and profit for Subcontractor's and Sub-subcontractor's, regardless of tier, exceed 15% of the actual, direct costs for labor, materials and equipment incorporated in the work.

4.5.2. Percentage for the Contractor shall be 15 % of any net increase in cost of work performed by the Contractor's own forces and 5% of any net increase in cost of work performed for the Contractor by Subcontractor's.

4.5.3. In the case of changes that result in a credit to the City for work deleted, Percentage for a Subcontractor shall be 10% of any net decrease in the cost of the work, whether performed by the Subcontractor's own forces or by Sub-subcontractor's; and percentage for the Contractor shall be 10% of any net decrease in cost of work performed by the Contractor's own forces and 5% of any net decrease in cost of work performed for the Contractor by Subcontractors.

4.5.4. Related changes may be aggregated into a single Change Order Proposal when determined appropriate by the Architect, and in such case percentage shall be calculated based on the cumulative net increase or decrease in cost, if any.

4.5.5. For purposes of applying the percentage allowances described in this section, costs of insurance, bond premiums and taxes shall be excluded from the cost of the work.

5. The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq., the (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 and 27D (Prevailing Wage), as shall be in force and as amended.

6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property of the City and others, including adjacent property, from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the City, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.

7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction such as pits, protruding nails, hosts, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.

8. The City shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.

9. The Contractor shall appoint a competent superintendent and foreman and any necessary assistants, all of whom shall be satisfactory to the City. If the City in its sole discretion determines that the construction superintendent, foreman, or assistants are unacceptable to the City, then upon seven days notice from the City, the Contractor shall replace such person or persons with people acceptable to the City.

10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare the drawings, specifications and other instructions and shall at once report to the City any error, inconsistency or omission which shall be discovered. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.

11. If the Contractor should neglect to prosecute the work properly, or fail to perform the contract or any of its provisions, the City, upon three days written notice, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

12. <u>Inspection by the City's Project Representative</u>

    12.1. The City shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the City generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of these observations while at the site, the Project

Representative will keep the City informed on the progress of the work, will endeavor to guard the City against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the City only to the extent expressly delegated by the City, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.

12.2. In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations, or precautions.

13. Decisions of the Project Representative

13.1. The Project Representative shall, within a reasonable time, make decisions on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.

13.2. The Project Representative's decision, in matters relating to the project, shall be final, if within the terms of the Contract Documents.

13.3. If, however, the Project Representative fails to render a decision within ten days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

14.1 Use of Premises by the Contractor:

14.1. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, by-laws, permits or directions of the City and shall not unreasonably encumber the premises with its materials.

14.2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean", or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the several contractors, as the City shall determine to be just.

16. Right to Terminate

If the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit of creditors, (3) have a receiver appointed on account of its insolvency, (4)

persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the City, or (7) be guilty of a substantial violation of any provision of the Contract, then the City may, without prejudice to any other right or remedy and after giving the Contractor (or any surety) seven (7) days written notice and opportunity to cure, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it deems appropriate.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid amount owed to the Contractor for work already completed shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to the City.

The Contractor shall not be relieved of liability to the City by virtue of any termination of this contract, and any claim for damages against the Contractor relating to the Contractor's performance under this contract shall survive any termination hereunder.

Notwithstanding any other provision of this Agreement, the City reserves the right at any time in its absolute discretion to suspend or terminate this Agreement in whole or in part for its convenience upon seven days written notice to the Contractor. The City shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Contractor and accepted by the City to the termination date.

17. Progress Payments:

17.1. The Contractor shall submit to the City an itemized Application for Payment, supported to the extent required by the City by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.

17.2. The Contractor shall, before the first application, submit to the City a schedule of values of the various parts of the work, including quantities aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the City and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the City, shall be used as a basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.

17.3 All progress payments shall be governed by M.G.L. c. 30, §39K for public building construction contracts and by M.G.L. c. 30, §39G for public works construction contracts. The provisions of both statutes are incorporated herein by reference.

17.4 This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

18. Withholding of Payments

18.1. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its reasonable opinion to protect the City of Beverly from loss on account of:

18.1.1. Defective work not remedied.

18.1.2. Claims filed or reasonable evidence indicating probable filing of claims.

18.1.3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.

18.1.4. A reasonable doubt that the Contract can be completed for the balance then unpaid.

18.1.5. Damage to another contractor.

18.1.6. Delays resulting in liquidated damages.

18.2. Withholding of payments shall be in strict compliance with statutory requirements.

19. Claims by Contractor and Liability of City

All claims by the Contractor against the City shall, unless otherwise provided by law, be initiated by a written claim submitted to the City no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this contract regardless of the submission or existence of any claims.

The limit of liability of the City under this Agreement is limited to the compensation provided herein for work actually performed, and shall in no event include liability for delays or for incidental, special or consequential damages or lost profits or for damages or loss from causes beyond the City's reasonable control.

20. Liquidated Damages:

Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the City will suffer loss if the work is not completed within the contract time specified, plus any extension thereof allowed in accordance with the provisions of

this contract, and (3) the delays, expense and difficulties involved in a legal proceeding to determine the actual loss suffered by the City if the work is not completed in time, it is agreed that the Contractor will pay the City as liquidated damages representing an estimate of delay damages, not as a penalty, the sum of Five Hundred Dollars ($500.00) per day for each calendar day of delay until the work is completed, whether the work is completed by the Contractor or some other person. The City's right to impose liquidated damages shall in no way prohibit or restrict the City's right to bring a legal action for damages in lieu of or in addition to its option to impose liquidated damages. The City may deduct any liquidated damages from money due the Contractor, and if such payment is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.

21. The Contractors' Mutual Responsibility:
Should the Contractor cause damage to any separate subcontractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the City on account of any damage alleged to have been sustained, the City shall notify the Contractor, who shall defend such proceedings at the City's expense and, if any judgment against the City arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the City.

22. Separate Contracts:

22.1. The City reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

22.2. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.

22.3. To insure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the City any discrepancy between the executed work and the Drawings.

23. Subcontracts:

23.1. All Subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L, inclusive.

23.2. The Contractor agrees that it is as fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly

employed by them, as it is for the acts and omissions of persons directly employed by it.

23.3. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City.

24. Contractor-Subcontractor Relations:
The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

25. Indemnification:

25.1. The Contractor shall indemnify, defend and save harmless the City, its boards, commissions, committees, officers, agents, assigns, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder, or for any violation of federal, state, or local statute, by-law, or ordinance by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the City for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the City's gross negligence or willful misconduct. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this Contract.

25.2. In any and all claims against the City or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

25.3. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and

against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

25.4. Neither the City, nor any of its officers, employees, boards, committees, commissions, agents and representatives, shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

26. The Contractor's Insurance:

26.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be of himself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

26.1.1. Claims under MA Workmen's Compensation/Employer Liability, disability benefit and other similar employee benefit acts.
26.1.2. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage.
26.1.3. Claims for damage because of injury to or destruction of tangible property, including loss of use resulting there from.
26.1.4. Claims for damages because of bodily injury, death of a person or property, including, but not limited to, claims arising out of ownership, maintenance or use of a motor vehicle.
26.1.5. Claims involving contractual liability associated with the Contractor's obligations under this contract.
26.1.6. If applicable, any professional claims due to an error or omission.
26.1.7. Claims involving environmental impairment liability due to operations, completed operations or abatement activities.

26.2. The insurance required by the above shall be written for not less than the following minimum limits of liability:

1. Worker's Compensation and Employer's Liability: with limits of $500,000.00 for Employer Liability or with the MA Statutory Endorsement.

Comprehensive General Liability Insurance (Broad Form)

Bodily Injury	$1,000,000 Each Person/Each Occurrence $2,000,000 General Aggregate per project Or a Combined Single Limit of $2,000,000
Property Damage	$1,000,000 Each Occurrence

	$2,000,000 General Aggregate per project Or a Combined Single Limit of $2,000,000
Automobile Liability Insurance	
Bodily Injury	$1,000,000 Each Person/Each Occurrence Or a Combined Single Limit of $1,000.000
Property Damage	$1,000,000 Each Occurrence Or a Combined Single Limit of $1,000,000
Excess Liability (Umbrella)	$2,000,000

26.3. The above insurance policies shall also be subject to the following requirements:

26.3.1. Insurance coverage for the Contractor's Comprehensive General Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

26.3.2. Certificates of Insurance acceptable to the City shall be addressed to and filed with the City prior to commencement of the work. Renewal certificates shall be addressed to and filed with the City at least ten (10) days prior to the expiration date of required policies.

26.3.3. No insurance coverage shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to the City. The City shall also be notified of the attachment of any restrictive amendments to the policies.

26.3.4. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

26.3.5. All premium costs shall be the sole responsibility of the Contractor.

26.3.6. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

27. <u>Protective Liability Insurance</u>:

27.1. The Contractor shall purchase and maintain such insurance as described in the preceding paragraph as will protect the City from claims which may arise from operations under the Contract, including operations performed for the named insureds by independent contractors and general inspection thereof by the named insureds.

27.2. The Contractor shall also purchase and maintain such insurance as will protect the City against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

27.3. The limits of liability for coverage required under the preceding paragraphs shall be as specified under the provisions hereof governing the Contractor's General Liability Policy.

27.4. The City shall be named as an additional insured on the above referenced automobile, comprehensive general liability, and excess liability Policies, and the Contractor's insurance shall be the primary coverage. The Contractor shall provide the City with rider(s) or endorsement(s) evidencing such additional insured status. The cost of such insurance, including required endorsements and amendments, shall be the sole responsibility of the Contractor.

28. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

29. Guarantees:

29.1 The Contractor guarantees and warrants to the City that all labor furnished under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

29.2. If at any time any part of the work constructed under the terms of this contract shall in the opinion of the Mayor or his designee require repairing due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving it notice thereof and to complete the same to the satisfaction of the Mayor or his designee with reasonable dispatch, then the latter may employ other persons

to make such repairs. The City shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.

29.3. All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the City before final payment to the Contractor may be made for the amount of that subtrade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

29.4 Any manufacturers' warranties for equipment provided will be assigned to the City.

30. Force Majeure:

A. The Contractor agrees to indemnify or pay on behalf of the City any economic loss arising out of a delay in the commissioning, completion, or permanent abandonment of the contract as a result of the "Force Majeure" perils. These perils include, but are not limited to the following:
    1. On-site or off-site strikes;
    2. Transportation delays;
    3. Changes in government ordinances, statutes or laws;
    4. Court orders amending laws; or
    5. Other delays caused by forces beyond the control of the City.

31. Safety Provision

A. Contractor shall be responsible for providing adequate safety measures for all persons and all property which are used in the scope of duties. These duties shall survive the termination of this agreement.

32. Labor and Materials Payment Bond

Within five (5) calendar days after notification of award of this Contract by the City, the Contractor shall deliver to the City a Labor and Materials Payment Bond, in the amount of fifty (50%) percent of the Contract price, with a surety company that is acceptable to the City and that is licensed by the Massachusetts Division of Insurance.

This Agreement is intended to take effect as a sealed instrument. Witness our hands and seals hereto:

Dated:_____

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE CITY

_____
Mayor Date

THE CONTRACTOR

_____
Company Name

_____
Signature Date

_____
Print Name & Title

APPROVED AS TO FORM ONLY AND NOT AS TO SUBSTANCE:

_____
City Solicitor Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS

_____
Finance Director Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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 of individuals.

_____
Signature required

CONFLICT OF INTEREST CERTIFICATION

The Undersigned hereby certifies that:
1. The Undersigned has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract.
2. No consultant to, or subcontractor for, the Undersigned has given, offered, or agreed to give any gift, contribution, or offer of employment to the Undersigned, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Undersigned.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Undersigned has been retained or hired to solicit for or in any way assist the Undersigned in obtaining a Contract upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Undersigned.
4. Undersigned understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Undersigned and its officers, employees, agents, subcontractors, and affiliated entities.
5. Undersigned understands that the Undersigned and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

_____
Signature required

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, _____, authorized signatory for
name of signatory
_____, whose
contractor
principal place of business is at_____,
_____does hereby certify under the pains and penalties of perjury
that_____has paid all
contractor
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
Signature required

Federal Identification No. of_____: _____
contractor number

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____ _____held on_____at which all the Directors were present or waived notice, it was voted that_____, _____ of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by_____, shall be binding upon this company.

A TRUE COPY ATTEST:

_____
Clerk,

Date of this Contract

_____

I hereby certify that I am the Clerk of _____, that _____ is duly elected _____ of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

_____
Clerk Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF _____,

_____
Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this bid/written request/quotation form. If attesting clerk is the same person as the individual executing this contract, have signature notarized above.

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The undersigned hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Bidder also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established for the project.

_____
Signature required

CERTIFICATE OF NON-DEBARMENT

The undersigned hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Owner within one (1) business day of such debarment, suspension, or prohibition from practice.

_____
Signature required

AFFIDAVIT OF OSHA COMPLIANCE

The undersigned agrees that if he is selected as the contractor, he will comply with the provisions of M.G.L. Chapter 30, Section 39S.

The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

Date _____

_____
(Name of Bidder)

By_____
(Name of person Signing Bid and Title)
Signature is required

_____
(Business Address)

_____
(City and State)

_____
(Telephone Number)

SECTION 02080

ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

B. Examine all Drawings and all Sections of the Specifications for requirements and provisions affecting the work of this Section.

C. Regulations: Comply with all applicable federal, state, and local laws and ordinances, and the requirements of listed agencies. Obtain and pay for all required permits, licenses, and certificates.

1.2 SUMMARY

This Section includes but is not limited to removal and disposal of asbestos-containing building materials (ACBM) as indicated herein. Bidders are responsible for verifying quantities of asbestos-containing materials.

A. Work will be performed is removal and disposal of ACBM tiles, floor tiles, floor tile mastic, pipe/ fittings insulation, transite board, contaminated ceiling tiles, fiberglass insulation and soil in areas listed.

3600 Square feet of contaminated ceiling tiles and fiberglass, main area attic.
500 Linear feet of pipe insulation, main area attic.
120 Square feet floor tile and mastic, boiler room.
240 Square feet of floor tile bottom layer under rug/tile, back room.
1200 Square feet of transite board above ceiling in middle area of main bldg.
1500 Square feet of contaminated soil (only under pipe), crawl space
250 linear feet of pipe insulation, crawl space.
3600 Square feet of tile and mastic, restaurant area (dining room under rug, kitchen, hallway, tank room, storage room, etc.

1.3 GENERAL REQUIREMENTS:

A. Applicable Document References: The current issue of each document shall govern. Where conflict exists among requirements, the most stringent shall apply.

B. All temporary facilities specified in this and other sections of the contract documents shall be provided at the site as appropriate to the phase of the work.

C. All work areas shall be in conformance with the requirements of NESHAP regulations (40 CFR 61 Subpart M) OSHA regulations (29 CFR 1910.1001 and 1926.1101),

Bidders are responsible for verifying quantities of asbestos-containing material (ACM).

D. The Contractor shall keep onsite:
   1. A current copy of Massachusetts and Federal asbestos regulations.
   2. A current copy of the DEP Notification and any other applicable permits.
   3. A current copy of the Project Work Plan.
   4. Copies of licenses, fit-tests, medicals, and training certificates of all onsite workers and supervisors.
   5. A current copy of the Respiratory Protection Program.
   6. Emergency Contacts and Phone Numbers.
   7. Applicable MSDS sheets for any chemicals used or stored onsite.

E. Asbestos abatement work shall not commence until:
   1. Arrangements have been made for disposal of waste at an acceptable site.
   2. Work areas and decontamination enclosure systems will be effectively segregated from occupied adjacent areas of the building.
   3. Tools, equipment, and material waste receptors are on hand.
   4. All other preparatory steps have been taken and applicable notices and signs posted and permits obtained.
   5. The Industrial Hygienist onsite has approved the containment or work area.

1.4 SUBMITTALS

A. Submit the following for review:
   1. Plan of Action: Submit a detailed plan of the procedures proposed as required by this section.
   2. Contingency Plans: for emergency actions.
   3. Telephone Numbers: and location of emergency services.
   4. Notifications: sent to emergency service agencies.
   5. Resume of Supervisor for asbestos abatement
   6. Accreditation and Certification: Submit evidence in form of training course certificate of accreditation of Supervisor as an asbestos abatement supervisor and Workers as asbestos abatement workers. Also, submit applicable Massachusetts DLWD personnel certifications. All personnel also must carry certifications on-site. Personnel without such certificates may not perform any functions related to asbestos abatement.
   7. Permits, Licenses, and Certificates: Submit copies of permits, licenses, certifications, inspection reports, and releases.
   8. Notices: Submit notices required by federal, state and local regulations together with proof of timely transmittal to agency requiring the notice.
   9. Permits: Submit copies of current valid permits required by state and local regulations.
   10. Licenses: Submit copies of all State and local licenses and permits necessary to carry out the work of this contract, including abatement contractor's Massachusetts Department of Labor and Work Force Development asbestos abatement contractor license.
   11. Insurance certificates: Submit evidence of asbestos abatement contractor's insurance coverage, as required by this document.
   12. At the conclusion of the project, submit the following:
      a. Copies of Waste Shipment Records.
      b. Daily site logs and sign-in sheets.

1.5 MEDICAL AND TRAINING REQUIREMENTS

A. Medical monitoring (and record keeping) as required by OSHA regulations shall be provided to all workers. In addition the contractor shall maintain at the job site written documentation indicating that each employee has had instruction on the hazards of asbestos exposure, on the use and fitting of respirators and on all aspects of work procedures and protective measures involved in the abatement operations.

1.6 RESPIRATORY PROTECTION

A. Respiratory protection shall meet the requirements of OSHA as presented in 29 CFR 1910.134 titled "Respiratory Protection" and CFR 1910.1001 and 1926.1101 titled "Asbestos".

B. Contractor shall select and provide at no cost to the employee respirators which will provide adequate protection to the employee as specified by section 1910.1001(g) Table D-1 and Section 1926.1101(h) by Table A.

C. All individuals entering the Work Area shall wear prescribed protective clothing and respirators until the asbestos removal areas have passed clearance tests. Respiratory protection shall be worn by all persons potentially exposed to asbestos from the initiation of the asbestos abatement project until all areas have been given clearance.

1.7 PROTECTIVE CLOTHING

A. Special clothing such as coveralls or whole body clothing, head coverings, gloves, and foot coverings shall be provided and worn by personnel in work areas where concentrations of asbestos fibers in the air exceed the permissible ceiling concentration established by OSHA. The protective clothing and footwear shall be left in the Contaminated Equipment Room until the end of asbestos abatement work, at which time all such items shall be thoroughly cleaned of all asbestos-containing material. Disposable type protective clothing, when used, shall be disposed of as contaminated waste.

B. Provide all authorized visitors with respirators, new filters, protective clothing, headgear, eye protection, footwear, and hard hats as in the procedures described herein and afford them the use of all facilities to hold them free of contamination of asbestos fibers.

C. Provide and post, in the Equipment Room and the Clean Room, the decontamination and work procedures to be followed by workers, as described in Section 1.6.8 of these specifications.

1.8 WORKER PROTECTION PROCEDURES

A. Each worker and authorized visitor without exception shall, upon entering the job site: remove street clothes in the Clean Change Room and put on a NIOSH approved respirator with new filters, and clean protective clothing before entering the Equipment Room or the Work Area.

B. Contaminated work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as

contaminated waste or clean thoroughly inside and out using soap and water before removing from work area or from equipment and access areas. Store contaminated protective clothing in the equipment room for reuse or place in receptacles for disposal with other asbestos-contaminated materials.

C. Workers removing waste containers from the Equipment Contamination Enclosure shall enter the Holding Area from outside wearing a respirator and dressed in clean disposable coveralls. No worker shall use this system as a means to leave or enter the Washroom or the work Area.

D. Workers shall not eat, drink, smoke, or chew gum or tobacco while in the Work Area.

E. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos contaminated materials and until final clean-up in completed.

1.9 EMERGENCY PLAN

A. Keep a list of all phone numbers on project site for emergency situations. This shall be located at the decontamination facility or by the designated telephone.

B. Appropriate fire extinguishers of the A-S-C classification shall be maintained on site for all projects. Extinguishers shall be checked periodically according to N.F.P.A. guidelines.

C. Project Managers and Foremen shall conduct a pre-job inspection of the general project areas to determine the possible existence of any fire and/or health hazards.

D. A member of the work force thoroughly trained in basic first aid and CPR procedures shall be available at all times.

E. When possible, all abatement enclosures shall have two (2) points of egress appropriately denoted with "EMERGENCY EXIT" signs. These exits shall be in addition to the normal decontamination unit exit and the product removal exit. On notice of alarm for fire or emergency, all personnel will utilize the appropriate emergency exit by breaching the security of the enclosure.

F. Project Managers or Foremen will immediately take a head count to assure that all workers are present and have made a safe exit.

G. A contingency plan shall be posted at the decontamination facility.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Plastic sheeting of six (6) mil thickness unless otherwise specified, in sizes to minimize the frequency of joints.

B. Polyethylene bags shall be six (6) mil and of sufficient size for the application.

C. Tape will be used that is capable of sealing joints in adjacent plastic sheets and for attachment of plastic sheets finished or unfinished surfaces of dissimilar materials and

capable of adhering under both dry and wet conditions including use of amended water.

D. Surfactant (wetting agent) will be a commercial grade asbestos wetting agent.

E. Have available spray equipment capable of mixing wetting agent with water and capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas with asbestos.

F. Impermeable containers (double 6 mil poly bags) will be used to receive and retain any asbestos-containing or contaminated materials until disposal at an acceptable disposal site. (The containers shall be labeled in accordance with OSHA standards 29 CFR 1910.1001 and 1926.1101). Containers must be both air and water tight.

G. Labels and signs required by OSHA standards 29 CFR 1910.1001 and 1926.1101 will be used.

H. Encapsulants shall be sprayed using airless spray equipment in accordance with the manufacturer's instructions.

I. HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports where asbestos-containing materials may be disturbed.

J. The contractor shall have available air monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements.

K. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, plastic sheeting of proper size and thickness, duct tape, air filters and sample filter cassettes.

L. Negative air pressure equipment to be used is described in the definitions. No air movement system or air filtering equipment shall discharge an altered air outside the Work Area.

M. Ladders and/or scaffolds will be of adequate length and sufficient quantity to support work schedule.

N. Other Materials: Contractor will provide other materials such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the Work Area.

O. A minimum of one air filtering device will be used to create four (4) air changes per hour within the work area exhausting the filtered air so as to maintain a negative inside (work area) pressure and or sufficient flow through the decontamination chambers so as to prevent escape of airborne fibers.

PART 3 - EXECUTION

3.1 PREPARATION

A. Post Asbestos Hazard Warning Signs in and around the Work Area at every access to

building to comply with Massachusetts Regulations and OSHA standard 29 CFR 1910.1001 and 1926.1101.

3.2 DECONTAMINATION ENCLOSURE SYSTEMS

A. A decontamination chamber shall be built contiguous to the work area consisting of three (3) totally enclosed double six (6) mil polyethylene chambers. The decontamination chamber will be set up inside the building at an entrance point with a lockable door at the entrance. The decontamination chamber shall be set up at an area deemed appropriate by the hygienist and the contracting officer. In all cases, access between contaminated and uncontaminated rooms or areas shall be through an airlock. In all cases access between any two (2) rooms within the decontamination enclosure system shall be through a curtained doorway.

B. Decontamination chambers shall consist of' an Equipment Room (Clean Room) with one (1) curtained doorway into the shower and one (1) entrance or exit to non-contaminated areas of the building. The Clean Room shall have sufficient space for storage of the workers' street clothes, towels, and other non-contaminated items. Joint use of this space for other functions such as offices, storage of equipment, materials, or. tools shall be prohibited

C. A Shower Room with two (2) curtained doorways, one (1) to the equipment room and one to the clean room. Plastic on Shower Room and adjoining equipment and clean rooms shall be non-transparent. Showers shall be provided and used at all asbestos removal operations.
   1. The Shower Room shall contain at least one (1) shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Ensure a supply of soap and towels at all times in the shower room.
   2. The shower room shall also have a filtration system to filter the water down to 5 microns, before discharge into common drain.

3.3 MAINTENANCE OF ENCLOSURE SYSTEMS

A. Visually inspect enclosures at the beginning of each work period.

B. Create pressure differential between work areas and occupied areas by the use of negative air pressure equipment. High efficiency particulate air (HEPA) filtration Systems shall be equipped with filtration equipment in compliance with ANSI Z9.2-1979. The equipment shall be sized to provide four (4) air changes per hour in the Work Area. No air movement system or air filtering equipment shall discharge asbestos fibers or unfiltered air outside the Work Area.

C. This pressure differential of at least -0.02 inches of water column shall be monitored and recorded daily by the Contractor.

3.4 ASBESTOS REMOVAL PROCEDURES

1. The contractor shall completely isolate the work area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond

the isolated area. A full three-chamber decontamination facility, including a shower, contiguous to the work area will be set up as specified in this document.

2. Comply with electrical code requirements and provide ground fault interrupter circuits at power source for electrical equipment.
3. Place all tools and equipment necessary for the work in the area to be isolated prior to erection of plastic sheeting temporary enclosure.
4. Permit access to the work area only through the decontamination unit. All other means of access shall be closed off and sealed and warning signs displayed on the clean side of the sealed access.
5. Install negative pressure air filtration devices, exhausting to the building's exterior, in order to maintain a negative pressure differential (at least four air changes an hour).
6. Seal off all openings to rooms, including but not limited to walls, corridors, doorways, ducts, grills, diffusers, and any other penetration of the work areas, with two layers of plastic sheeting (minimum of six (6) mil thick) sealed with tape. Doorways and corridors which will not be used for passage during work must be sealed within barriers. Maintain emergency and fire exits from the work area or establish alternative exits satisfactory to fire officials.
7. All plastic sheeting, rags, or asbestos-contaminated material and/or waste will be double-bagged and disposed of as asbestos-containing material. All tools will be wiped down and cleaned before removal from area. The work area will be policed and HEPA-vacuumed for debris.

3.5 DECONTAMINATION AND DISPOSAL OF STORED MATERIAL

A. Any material that is stored in the areas to be abated under full containment shall be decontaminated, if possible, and removed from the area prior to the abatement. Those items that are not washable shall be wrapped in double 6-mil poly and disposed as asbestos waste.

B. All water that is accumulated in the wash-down procedure will be collected and filtered through a 5-micron filter prior to disposal.

C. All bagged asbestos waste will either be removed from the jobsite daily or stored in a locked trailer.

3.6 CLEANUP AND AREA DECONTAMINATION

A. Subsequent to the completion of all asbestos abatement work, the work area shall be cleaned to a condition of "no visible debris".

B. Wet cleaning methods (sponging or mopping) shall be utilized to achieve a condition of "no visible debris" in the work area.

C. Sealed bags or drums of asbestos debris shall be wet- cleaned and removed through the decontamination facility.

D. HEPA vacuuming should be used to thoroughly clean all surfaces.

E. After initial cleaning, the containment will be inspected by a licensed inspector who is knowledgeable and qualified in asbestos clearance testing procedures and who is not affiliated in any way with the contractor performing the abatement work. A finding of

"no visible debris" constitutes a satisfactory finding. The area must be repeatedly re-cleaned until this finding is met.

F. Upon receiving a satisfactory visible inspection, the entire containment will be encapsulated to lock down any fibers missed during the inspection.

G. Following visual inspection and when surfaces within the containment area are dry, PCM post abatement (clearance) air monitoring shall be performed to confirm that the containment area has been adequately cleaned. Using aggressive air sampling methods, a sufficient number of air samples shall be collected so as to determine post abatement fiber concentrations within each containment area.

H. The contractor shall not be released and the area not be declared clean until the containment(s) pass the PCM criteria of 0.01 fibers per cubic centimeter.

3.7 EQUIPMENT REMOVAL PROCEDURES

A. Clean surfaces of contaminated containers and equipment thoroughly by vacuuming and wet sponging or wiping before moving such items into the decontamination enclosure for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave Work Area through the equipment Decontamination Enclosure.

3.8 AIR MONITORING

A. Air monitoring shall be conducted by Owner consultant, the Owner's Asbestos Abatement Consultant. Owner consultant shall supply a Massachusetts licensed project monitor experience in air sampling for asbestos.

B. Methods of air sampling and fiber counting will generally be as prescribed by the Standard NIOSH Analytical Method 7400.

C. A sufficient number of air samples shall be collected so as to determine with reasonable accuracy the levels of exposure of workers (in accordance with OSHA 1926.1101) and the levels of building contamination in the affected area. These shall generally include:

1. Pre-abatement sampling - A sufficient number of air samples from outside the work area shall be collected prior to the start of abatement activities to determine existing airborne fiber levels under normal activity conditions. In lieu of pre-abatement sampling outside the work area, the contractor may elect to accept 0.01 fibers/cc^2 as being the maximum pre-abatement background level.
2. Sampling during abatement - The following schedule of air samples shall be required once abatement activities begin.
3. Area Samples (Outside Containment) Continuous air sampling shall be conducted from spaces outside of the work area containment shall be taken on a daily basis. One of these samples shall be taken at the entrance of the decontamination facility.
4. Personal Samples (Inside Containment) - The number and frequency of these shall be in accordance with the requirements of OSHA 1926.1101.
5. Post-abatement (clearance) - Once the "no visible debris" criterion has been met, a sufficient number of samples shall be collected (using aggressive sampling) to determine post-abatement air concentrations.

D. All air monitoring results shall be maintained at the job site for inspection.

3.9 FINAL AIR SAMPLING

A. After the work area is found to be visually clean, air samples will be taken and analyzed by Consultant in accordance with the procedure for PCM or TEM, as applicable.

B. If Release Criteria are not met, repeat Final Cleaning and continue Decontamination Procedure from that point.

C. If Release Criteria are met, proceed to work of this Section on Removal of Work Area Isolation.

D. Encapsulation of substrate: Perform encapsulation of substrate or installation of spray-applied finishes or fireproofing, where required, before Removal of Work Area Isolation as specified below. Maintain Pressure Differential System in operation during encapsulation work,

3.10DISPOSAL OF ASBESTOS WASTE

A. Disposal Bags or Polyethylene Sheet Wrapping: Provide 12 mil thick, in total, leak-tight polyethylene bags or sheet wrapping, to contain all waste. On outermost layer, apply three labels with text as follows:

1. First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

3. Third Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986 and revised February 17, 1987:

RQ HAZARDOUS
SUBSTANCE,
SOLID, NOS,
ORM-E, NA 9188
(ASBESTOS)

4. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material.

    a. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.
    b. Do not transport disposal-bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos containing waste and dispose of in accordance with this specification.

5. All waste is to be hauled by a waste hauler with all required licenses form all state and local authority with jurisdiction.

6. Dispose of all waste in a landfill that accepts asbestos waste materials. Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.

7. At disposal site, unload containerized waste:

8. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. Bags are broken or damaged, return to work site for re-bagging. Clean entire truck and contents, as appropriate.

9. Retain receipts from landfill or processor for materials disposed of.

10. At completion of hauling and disposal of each load, submit copy of waste shipment record and landfill receipt to the Owner.

3.11 REMOVAL OF WORK AREA ISOLATION

A. After all requirements of this Section and Work Area Clearance have been met, remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated.

B. Remove all equipment, materials, debris from the work site.

END OF SECTION 02080

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

Prevailing Wage Rates

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: City of Beverly

Contract Number: 15-025 **City/Town:** BEVERLY

Description of Work: Asbestos Abatement Building #45 at Beverly Airport.

Job Location: 45 L.P.Henderson Rd. Beverly, MA

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 Division of Apprentice Standards (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. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. 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 criminal penalties.

Issue Date: 08/03/2015 **Wage Request Number:** 20150803-032

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2015	$31.65	$10.41	$9.33	$0.00	$51.39
	12/01/2015	$31.65	$10.41	$10.08	$0.00	$52.14
	06/01/2016	$32.15	$10.41	$10.08	$0.00	$52.64
	08/01/2016	$32.15	$10.91	$10.08	$0.00	$53.14
	12/01/2016	$32.15	$10.91	$10.89	$0.00	$53.95
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2015	$31.72	$10.41	$9.33	$0.00	$51.46
	12/01/2015	$31.72	$10.41	$10.08	$0.00	$52.21
	06/01/2016	$32.22	$10.41	$10.08	$0.00	$52.71
	08/01/2016	$32.22	$10.91	$10.08	$0.00	$53.21
	12/01/2016	$32.22	$10.91	$10.89	$0.00	$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2015	$31.84	$10.41	$9.33	$0.00	$51.58
	12/01/2015	$31.84	$10.41	$10.08	$0.00	$52.33
	06/01/2016	$32.34	$10.41	$10.08	$0.00	$52.83
	08/01/2016	$32.34	$10.91	$10.08	$0.00	$53.33
	12/01/2016	$32.34	$10.91	$10.89	$0.00	$54.14
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$88.29	$9.80	$19.23	$0.00	$117.32
AIR TRACK OPERATOR *LABORERS - ZONE 2*	06/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	12/01/2015	$32.40	$7.30	$12.30	$0.00	$52.00
	06/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
	12/01/2016	$33.65	$7.30	$12.30	$0.00	$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	06/01/2015	$33.43	$10.40	$5.95	$0.00	$49.78
	12/01/2015	$34.38	$10.40	$5.95	$0.00	$50.73
ASPHALT RAKER *LABORERS - ZONE 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$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 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 2*	06/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	12/01/2015	$32.40	$7.30	$12.30	$0.00	$52.00
	06/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
	12/01/2016	$33.65	$7.30	$12.30	$0.00	$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER *BOILERMAKERS LOCAL 29*	01/01/2010	$37.70	$6.97	$11.18	$0.00	$55.85

Apprentice - *BOILERMAKER - Local 29*

Effective Date - 01/01/2010

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

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (LYNN)*	08/01/2015	$49.86	$10.18	$18.57	$0.00	$78.61
	02/01/2016	$50.43	$10.18	$18.57	$0.00	$79.18
	08/01/2016	$51.33	$10.18	$18.65	$0.00	$80.16
	02/01/2017	$51.90	$10.18	$18.65	$0.00	$80.73

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.93	$10.18	$18.57	$0.00	$53.68
2	60	$29.92	$10.18	$18.57	$0.00	$58.67
3	70	$34.90	$10.18	$18.57	$0.00	$63.65
4	80	$39.89	$10.18	$18.57	$0.00	$68.64
5	90	$44.87	$10.18	$18.57	$0.00	$73.62

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.22	$10.18	$18.57	$0.00	$53.97
2	60	$30.26	$10.18	$18.57	$0.00	$59.01
3	70	$35.30	$10.18	$18.57	$0.00	$64.05
4	80	$40.34	$10.18	$18.57	$0.00	$69.09
5	90	$45.39	$10.18	$18.57	$0.00	$74.14

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN *LABORERS - FOUNDATION AND MARINE*	06/01/2015	$36.20	$7.30	$13.40	$0.00	$56.90
	12/01/2015	$36.95	$7.30	$13.40	$0.00	$57.65
	06/01/2016	$37.70	$7.30	$13.40	$0.00	$58.40
	12/01/2016	$38.70	$7.30	$13.40	$0.00	$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER *LABORERS - FOUNDATION AND MARINE*	06/01/2015	$35.05	$7.30	$13.40	$0.00	$55.75
	12/01/2015	$35.80	$7.30	$13.40	$0.00	$56.50
	06/01/2016	$36.55	$7.30	$13.40	$0.00	$57.25
	12/01/2016	$37.55	$7.30	$13.40	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN *LABORERS - FOUNDATION AND MARINE*	06/01/2015	$35.05	$7.30	$13.40	$0.00	$55.75
	12/01/2015	$35.80	$7.30	$13.40	$0.00	$56.50
	06/01/2016	$36.55	$7.30	$13.40	$0.00	$57.25
	12/01/2016	$37.55	$7.30	$13.40	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR *LABORERS - ZONE 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	03/01/2015	$35.75	$9.80	$16.48	$0.00	$62.03

Apprentice - *CARPENTER - Zone 2 Eastern MA*

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.88	$9.80	$1.63	$0.00	$29.31
2	60	$21.45	$9.80	$1.63	$0.00	$32.88
3	70	$25.03	$9.80	$11.59	$0.00	$46.42
4	75	$26.81	$9.80	$11.59	$0.00	$48.20
5	80	$28.60	$9.80	$13.22	$0.00	$51.62
6	80	$28.60	$9.80	$13.22	$0.00	$51.62
7	90	$32.18	$9.80	$14.85	$0.00	$56.83
8	90	$32.18	$9.80	$14.85	$0.00	$56.83

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (LYNN)*	07/01/2015	$45.82	$10.90	$18.71	$1.30	$76.73
	01/01/2016	$46.44	$10.90	$18.71	$1.30	$77.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.91	$10.90	$12.21	$0.00	$46.02
2	60	$27.49	$10.90	$13.71	$1.30	$53.40
3	65	$29.78	$10.90	$14.71	$1.30	$56.69
4	70	$32.07	$10.90	$15.71	$1.30	$59.98
5	75	$34.37	$10.90	$16.71	$1.30	$63.28
6	80	$36.66	$10.90	$17.71	$1.30	$66.57
7	90	$41.24	$10.90	$18.71	$1.30	$72.15

Effective Date - 01/01/2016

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

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR *LABORERS - ZONE 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$43.83	$10.00	$14.55	$0.00	$68.38
	12/01/2015	$45.08	$10.00	$14.55	$0.00	$69.63
	06/01/2016	$45.83	$10.00	$14.55	$0.00	$70.38
	12/01/2016	$47.08	$10.00	$14.55	$0.00	$71.63
	06/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
	12/01/2017	$49.08	$10.00	$14.55	$0.00	$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$29.61	$10.00	$14.55	$0.00	$54.16
	12/01/2015	$30.48	$10.00	$14.55	$0.00	$55.03
	06/01/2016	$31.00	$10.00	$14.55	$0.00	$55.55
	12/01/2016	$31.87	$10.00	$14.55	$0.00	$56.42
	06/01/2017	$32.56	$10.00	$14.55	$0.00	$57.11
	12/01/2017	$33.25	$10.00	$14.55	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DELEADER (BRIDGE) *PAINTERS LOCAL 35 - ZONE 2*	07/01/2015	$48.56	$7.85	$16.10	$0.00	$72.51
	01/01/2016	$49.51	$7.85	$16.10	$0.00	$73.46
	07/01/2016	$50.46	$7.85	$16.10	$0.00	$74.41
	01/01/2017	$51.41	$7.85	$16.10	$0.00	$75.36

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.28	$7.85	$0.00	$0.00	$32.13
2	55	$26.71	$7.85	$3.66	$0.00	$38.22
3	60	$29.14	$7.85	$3.99	$0.00	$40.98
4	65	$31.56	$7.85	$4.32	$0.00	$43.73
5	70	$33.99	$7.85	$14.11	$0.00	$55.95
6	75	$36.42	$7.85	$14.44	$0.00	$58.71
7	80	$38.85	$7.85	$14.77	$0.00	$61.47
8	90	$43.70	$7.85	$15.44	$0.00	$66.99

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN *LABORERS - ZONE 2*	06/01/2015	$35.25	$7.30	$13.20	$0.00	$55.75
	12/01/2015	$36.00	$7.30	$13.20	$0.00	$56.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR *LABORERS - ZONE 2*	06/01/2015	$36.25	$7.30	$13.20	$0.00	$56.75
	12/01/2015	$37.00	$7.30	$13.20	$0.00	$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS *LABORERS - ZONE 2*	06/01/2015	$36.00	$7.30	$13.20	$0.00	$56.50
	12/01/2015	$36.75	$7.30	$13.20	$0.00	$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER *LABORERS - ZONE 2*	06/01/2015	$36.25	$7.30	$13.20	$0.00	$56.75
	12/01/2015	$37.00	$7.30	$13.20	$0.00	$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR *LABORERS - ZONE 2*	06/01/2015	$36.00	$7.30	$13.20	$0.00	$56.50
	12/01/2015	$36.75	$7.30	$13.20	$0.00	$57.25

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER *LABORERS - ZONE 2*	06/01/2015	$35.25	$7.30	$13.20	$0.00	$55.75
	12/01/2015	$36.00	$7.30	$13.20	$0.00	$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$58.86	$9.80	$19.23	$0.00	$87.89
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$42.04	$9.80	$19.23	$0.00	$71.07
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$63.06	$9.80	$19.23	$0.00	$92.09
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$88.23	$9.80	$19.23	$0.00	$117.26
DRAWBRIDGE OPERATOR (Construction) *ELECTRICIANS LOCAL 103*	03/01/2015	$45.17	$13.00	$15.40	$0.00	$73.57
	09/01/2015	$46.13	$13.00	$15.43	$0.00	$74.56
	03/01/2016	$47.08	$13.00	$15.46	$0.00	$75.54
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN *ELECTRICIANS LOCAL 103*	03/01/2015	$45.17	$13.00	$15.40	$0.00	$73.57
	09/01/2015	$46.13	$13.00	$15.43	$0.00	$74.56
	03/01/2016	$47.08	$13.00	$15.46	$0.00	$75.54

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$18.07	$13.00	$0.54	$0.00	$31.61
2	40	$18.07	$13.00	$0.54	$0.00	$31.61
3	45	$20.33	$13.00	$11.64	$0.00	$44.97
4	45	$20.33	$13.00	$11.64	$0.00	$44.97
5	50	$22.59	$13.00	$11.98	$0.00	$47.57
6	55	$24.84	$13.00	$12.33	$0.00	$50.17
7	60	$27.10	$13.00	$12.66	$0.00	$52.76
8	65	$29.36	$13.00	$13.01	$0.00	$55.37
9	70	$31.62	$13.00	$13.35	$0.00	$57.97
10	75	$33.88	$13.00	$13.70	$0.00	$60.58

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$18.45	$13.00	$0.55	$0.00	$32.00
2	40	$18.45	$13.00	$0.55	$0.00	$32.00
3	45	$20.76	$13.00	$11.65	$0.00	$45.41
4	45	$20.76	$13.00	$11.65	$0.00	$45.41
5	50	$23.07	$13.00	$11.99	$0.00	$48.06
6	55	$25.37	$13.00	$12.34	$0.00	$50.71
7	60	$27.68	$13.00	$12.68	$0.00	$53.36
8	65	$29.98	$13.00	$13.03	$0.00	$56.01
9	70	$32.29	$13.00	$13.37	$0.00	$58.66
10	75	$34.60	$13.00	$13.72	$0.00	$61.32

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*	01/01/2015	$53.30	$13.58	$14.21	$0.00	$81.09
	01/01/2016	$54.53	$14.43	$14.96	$0.00	$83.92
	01/01/2017	$55.86	$15.28	$15.71	$0.00	$86.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4*

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.65	$13.58	$0.00	$0.00	$40.23
2	55	$29.32	$13.58	$14.21	$0.00	$57.11
3	65	$34.65	$13.58	$14.21	$0.00	$62.44
4	70	$37.31	$13.58	$14.21	$0.00	$65.10
5	80	$42.64	$13.58	$14.21	$0.00	$70.43

Effective Date - 01/01/2016

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

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*	01/01/2015	$37.31	$13.58	$14.21	$0.00	$65.10
	01/01/2016	$38.17	$14.43	$14.96	$0.00	$67.56
	01/01/2017	$39.10	$15.28	$15.71	$0.00	$70.09
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR *LABORERS - ZONE 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2015	$40.22	$10.00	$14.30	$0.00	$64.52
	11/01/2015	$40.80	$10.00	$14.30	$0.00	$65.10
	05/01/2016	$41.69	$10.00	$14.30	$0.00	$65.99
	11/01/2016	$42.28	$10.00	$14.30	$0.00	$66.58
	05/01/2017	$43.16	$10.00	$14.30	$0.00	$67.46
	11/01/2017	$43.89	$10.00	$14.30	$0.00	$68.19
	05/01/2018	$44.60	$10.00	$14.30	$0.00	$68.90
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2015	$41.65	$10.00	$14.30	$0.00	$65.95
	11/01/2015	$42.24	$10.00	$14.30	$0.00	$66.54
	05/01/2016	$43.13	$10.00	$14.30	$0.00	$67.43
	11/01/2016	$43.73	$10.00	$14.30	$0.00	$68.03
	05/01/2017	$44.62	$10.00	$14.30	$0.00	$68.92
	11/01/2017	$45.35	$10.00	$14.30	$0.00	$69.65
	05/01/2018	$46.07	$10.00	$14.30	$0.00	$70.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2015	$21.68	$10.00	$14.30	$0.00	$45.98
	11/01/2015	$22.02	$10.00	$14.30	$0.00	$46.32
	05/01/2016	$22.54	$10.00	$14.30	$0.00	$46.84
	11/01/2016	$22.89	$10.00	$14.30	$0.00	$47.19
	05/01/2017	$23.42	$10.00	$14.30	$0.00	$47.72
	11/01/2017	$23.84	$10.00	$14.30	$0.00	$48.14
	05/01/2018	$24.27	$10.00	$14.30	$0.00	$48.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 103*	03/01/2015	$45.17	$13.00	$15.40	$0.00	$73.57
	09/01/2015	$46.13	$13.00	$15.43	$0.00	$74.56
	03/01/2016	$47.08	$13.00	$15.46	$0.00	$75.54
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING*ELECTRICIANS LOCAL 103*	03/01/2015	$33.88	$13.00	$13.70	$0.00	$60.58
	09/01/2015	$34.60	$13.00	$13.72	$0.00	$61.32
	03/01/2016	$35.31	$13.00	$13.74	$0.00	$62.05
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$35.64	$10.00	$14.55	$0.00	$60.19
	12/01/2015	$36.69	$10.00	$14.55	$0.00	$61.24
	06/01/2016	$37.31	$10.00	$14.55	$0.00	$61.86
	12/01/2016	$38.35	$10.00	$14.55	$0.00	$62.90
	06/01/2017	$39.19	$10.00	$14.55	$0.00	$63.74
	12/01/2017	$40.02	$10.00	$14.55	$0.00	$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 2*	06/01/2015	$20.50	$7.30	$12.30	$0.00	$40.10
	12/01/2015	$20.50	$7.30	$12.30	$0.00	$40.10
	06/01/2016	$20.50	$7.30	$12.30	$0.00	$40.10
	12/01/2016	$20.50	$7.30	$12.30	$0.00	$40.10
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE 1*	09/01/2014	$40.40	$9.80	$17.21	$0.00	$67.41

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *FLOORCOVERER - Local 2168 Zone I*

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.20	$9.80	$1.79	$0.00	$31.79
2	55	$22.22	$9.80	$1.79	$0.00	$33.81
3	60	$24.24	$9.80	$11.84	$0.00	$45.88
4	65	$26.26	$9.80	$11.84	$0.00	$47.90
5	70	$28.28	$9.80	$13.63	$0.00	$51.71
6	75	$30.30	$9.80	$13.63	$0.00	$53.73
7	80	$32.32	$9.80	$15.42	$0.00	$57.54
8	85	$34.34	$9.80	$15.42	$0.00	$59.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$29.61	$10.00	$14.55	$0.00	$54.16
	12/01/2015	$30.48	$10.00	$14.55	$0.00	$55.03
	06/01/2016	$31.00	$10.00	$14.55	$0.00	$55.55
	12/01/2016	$31.87	$10.00	$14.55	$0.00	$56.42
	06/01/2017	$32.56	$10.00	$14.55	$0.00	$57.11
	12/01/2017	$33.25	$10.00	$14.55	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 35 (ZONE 2)*	07/01/2015	$38.06	$7.85	$16.10	$0.00	$62.01
	01/01/2016	$39.01	$7.85	$16.10	$0.00	$62.96
	07/01/2016	$39.96	$7.85	$16.10	$0.00	$63.91
	01/01/2017	$40.91	$7.85	$16.10	$0.00	$64.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *GLAZIER - Local 35 Zone 2*

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.03	$7.85	$0.00	$0.00	$26.88
2	55	$20.93	$7.85	$3.66	$0.00	$32.44
3	60	$22.84	$7.85	$3.99	$0.00	$34.68
4	65	$24.74	$7.85	$4.32	$0.00	$36.91
5	70	$26.64	$7.85	$14.11	$0.00	$48.60
6	75	$28.55	$7.85	$14.44	$0.00	$50.84
7	80	$30.45	$7.85	$14.77	$0.00	$53.07
8	90	$34.25	$7.85	$15.44	$0.00	$57.54

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$23.56	$10.00	$0.00	$0.00	$33.56
2	60	$25.70	$10.00	$14.55	$0.00	$50.25
3	65	$27.84	$10.00	$14.55	$0.00	$52.39
4	70	$29.98	$10.00	$14.55	$0.00	$54.53
5	75	$32.12	$10.00	$14.55	$0.00	$56.67
6	80	$34.26	$10.00	$14.55	$0.00	$58.81
7	85	$36.41	$10.00	$14.55	$0.00	$60.96
8	90	$38.55	$10.00	$14.55	$0.00	$63.10

Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$24.24	$10.00	$0.00	$0.00	$34.24
2	60	$26.45	$10.00	$14.55	$0.00	$51.00
3	65	$28.65	$10.00	$14.55	$0.00	$53.20
4	70	$30.86	$10.00	$14.55	$0.00	$55.41
5	75	$33.06	$10.00	$14.55	$0.00	$57.61
6	80	$35.26	$10.00	$14.55	$0.00	$59.81
7	85	$37.47	$10.00	$14.55	$0.00	$62.02
8	90	$39.67	$10.00	$14.55	$0.00	$64.22

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 17 - A*	08/01/2015	$43.31	$10.20	$21.48	$2.25	$77.24
	02/01/2016	$44.31	$10.20	$21.48	$2.25	$78.24
	08/01/2016	$45.46	$10.20	$21.48	$2.25	$79.39
	02/01/2017	$46.56	$10.20	$21.48	$2.25	$80.49
	08/01/2017	$47.66	$10.20	$21.48	$2.25	$81.59
	02/01/2018	$48.81	$10.20	$21.48	$2.25	$82.74

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 103*	03/01/2015	$45.17	$13.00	$15.40	$0.00	$73.57
	09/01/2015	$46.13	$13.00	$15.43	$0.00	$74.56
	03/01/2016	$47.08	$13.00	$15.46	$0.00	$75.54

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	08/01/2015	$43.31	$10.20	$21.48	$2.25	$77.24
	02/01/2016	$44.31	$10.20	$21.48	$2.25	$78.24
	08/01/2016	$45.46	$10.20	$21.48	$2.25	$79.39
	02/01/2017	$46.56	$10.20	$21.48	$2.25	$80.49
	08/01/2017	$47.66	$10.20	$21.48	$2.25	$81.59
	02/01/2018	$48.81	$10.20	$21.48	$2.25	$82.74

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) *PIPEFITTERS LOCAL 537 (Local 138)*	03/01/2015	$46.36	$9.70	$14.89	$0.00	$70.95
	09/01/2015	$47.36	$9.70	$14.89	$0.00	$71.95
	03/01/2016	$48.36	$9.70	$14.89	$0.00	$72.95
	09/01/2016	$49.36	$9.70	$14.89	$0.00	$73.95
	03/01/2017	$50.36	$9.70	$14.89	$0.00	$74.95
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC *PIPEFITTERS LOCAL 537 (Local 138)*	03/01/2015	$46.36	$9.70	$14.89	$0.00	$70.95
	09/01/2015	$47.36	$9.70	$14.89	$0.00	$71.95
	03/01/2016	$48.36	$9.70	$14.89	$0.00	$72.95
	09/01/2016	$49.36	$9.70	$14.89	$0.00	$73.95
	03/01/2017	$50.36	$9.70	$14.89	$0.00	$74.95
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS *LABORERS - ZONE 2*	06/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	12/01/2015	$32.40	$7.30	$12.30	$0.00	$52.00
	06/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
	12/01/2016	$33.65	$7.30	$12.30	$0.00	$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	09/01/2014	$43.31	$11.25	$12.60	$0.00	$67.16

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

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.66	$11.25	$9.35	$0.00	$42.26
2	60	$25.99	$11.25	$10.00	$0.00	$47.24
3	70	$30.32	$11.25	$10.65	$0.00	$52.22
4	80	$34.65	$11.25	$11.30	$0.00	$57.20

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER *IRONWORKERS LOCAL 7 (BOSTON AREA)*	03/16/2015	$42.11	$7.70	$20.25	$0.00	$70.06

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *IRONWORKER - Local 7 Boston*

Effective Date - 03/16/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$25.27	$7.70	$20.25	$0.00	$53.22
2	70	$29.48	$7.70	$20.25	$0.00	$57.43
3	75	$31.58	$7.70	$20.25	$0.00	$59.53
4	80	$33.69	$7.70	$20.25	$0.00	$61.64
5	85	$35.79	$7.70	$20.25	$0.00	$63.74
6	90	$37.90	$7.70	$20.25	$0.00	$65.85

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR *LABORERS - ZONE 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75

For apprentice rates see "Apprentice- LABORER"

LABORER *LABORERS - ZONE 2*	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50

Apprentice - *LABORER - Zone 2*

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$18.69	$7.30	$12.30	$0.00	$38.29
2	70	$21.81	$7.30	$12.30	$0.00	$41.41
3	80	$24.92	$7.30	$12.30	$0.00	$44.52
4	90	$28.04	$7.30	$12.30	$0.00	$47.64

Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$18.99	$7.30	$12.30	$0.00	$38.59
2	70	$22.16	$7.30	$12.30	$0.00	$41.76
3	80	$25.32	$7.30	$12.30	$0.00	$44.92
4	90	$28.49	$7.30	$12.30	$0.00	$48.09

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER *LABORERS - ZONE 2*	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 2*	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER *LABORERS - ZONE 2*	06/01/2015	$31.35	$7.30	$12.25	$0.00	$50.90
	12/01/2015	$31.85	$7.30	$12.25	$0.00	$51.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER *LABORERS - ZONE 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER *LABORERS - ZONE 2*	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER *LABORERS - ZONE 2*	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
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 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	08/01/2015	$38.08	$10.18	$17.25	$0.00	$65.51
	02/01/2016	$38.53	$10.18	$17.25	$0.00	$65.96
	08/01/2016	$39.23	$10.18	$17.33	$0.00	$66.74
	02/01/2017	$39.69	$10.18	$17.33	$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 - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.04	$10.18	$17.25	$0.00	$46.47
2	60	$22.85	$10.18	$17.25	$0.00	$50.28
3	70	$26.66	$10.18	$17.25	$0.00	$54.09
4	80	$30.46	$10.18	$17.25	$0.00	$57.89
5	90	$34.27	$10.18	$17.25	$0.00	$61.70

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.27	$10.18	$17.25	$0.00	$46.70
2	60	$23.12	$10.18	$17.25	$0.00	$50.55
3	70	$26.97	$10.18	$17.25	$0.00	$54.40
4	80	$30.82	$10.18	$17.25	$0.00	$58.25
5	90	$34.68	$10.18	$17.25	$0.00	$62.11

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	08/01/2015	$49.90	$10.18	$18.57	$0.00	$78.65
	02/01/2016	$50.47	$10.18	$18.57	$0.00	$79.22
	08/01/2016	$51.37	$10.18	$18.65	$0.00	$80.20
	02/01/2017	$51.94	$10.18	$18.65	$0.00	$80.77

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.95	$10.18	$18.57	$0.00	$53.70
2	60	$29.94	$10.18	$18.57	$0.00	$58.69
3	70	$34.93	$10.18	$18.57	$0.00	$63.68
4	80	$39.92	$10.18	$18.57	$0.00	$68.67
5	90	$44.91	$10.18	$18.57	$0.00	$73.66

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.24	$10.18	$18.57	$0.00	$53.99
2	60	$30.28	$10.18	$18.57	$0.00	$59.03
3	70	$35.33	$10.18	$18.57	$0.00	$64.08
4	80	$40.38	$10.18	$18.57	$0.00	$69.13
5	90	$45.42	$10.18	$18.57	$0.00	$74.17

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) *MILLWRIGHTS LOCAL 1121 - Zone 2*	04/01/2015	$34.69	$9.80	$16.21	$0.00	$60.70

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 2*

Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$19.08	$9.80	$4.48	$0.00	$33.36
2	65	$22.55	$9.80	$13.36	$0.00	$45.71
3	75	$26.02	$9.80	$14.18	$0.00	$50.00
4	85	$29.49	$9.80	$14.99	$0.00	$54.28

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER *LABORERS - ZONE 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$21.97	$10.00	$14.55	$0.00	$46.52
	12/01/2015	$22.62	$10.00	$14.55	$0.00	$47.17
	06/01/2016	$23.01	$10.00	$14.55	$0.00	$47.56
	12/01/2016	$23.66	$10.00	$14.55	$0.00	$48.21
	06/01/2017	$24.17	$10.00	$14.55	$0.00	$48.72
	12/01/2017	$24.69	$10.00	$14.55	$0.00	$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$25.68	$10.00	$14.55	$0.00	$50.23
	12/01/2015	$26.43	$10.00	$14.55	$0.00	$50.98
	06/01/2016	$26.89	$10.00	$14.55	$0.00	$51.44
	12/01/2016	$27.64	$10.00	$14.55	$0.00	$52.19
	06/01/2017	$28.24	$10.00	$14.55	$0.00	$52.79
	12/01/2017	$28.85	$10.00	$14.55	$0.00	$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) *PAINTERS LOCAL 35 - ZONE 2*	07/01/2015	$48.56	$7.85	$16.10	$0.00	$72.51
	01/01/2016	$49.51	$7.85	$16.10	$0.00	$73.46
	07/01/2016	$50.46	$7.85	$16.10	$0.00	$74.41
	01/01/2017	$51.41	$7.85	$16.10	$0.00	$75.36

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.28	$7.85	$0.00	$0.00	$32.13
2	55	$26.71	$7.85	$3.66	$0.00	$38.22
3	60	$29.14	$7.85	$3.99	$0.00	$40.98
4	65	$31.56	$7.85	$4.32	$0.00	$43.73
5	70	$33.99	$7.85	$14.11	$0.00	$55.95
6	75	$36.42	$7.85	$14.44	$0.00	$58.71
7	80	$38.85	$7.85	$14.77	$0.00	$61.47
8	90	$43.70	$7.85	$15.44	$0.00	$66.99

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.73	$7.85	$0.00	$0.00	$27.58
2	55	$21.70	$7.85	$3.66	$0.00	$33.21
3	60	$23.68	$7.85	$3.99	$0.00	$35.52
4	65	$25.65	$7.85	$4.32	$0.00	$37.82
5	70	$27.62	$7.85	$14.11	$0.00	$49.58
6	75	$29.60	$7.85	$14.44	$0.00	$51.89
7	80	$31.57	$7.85	$14.77	$0.00	$54.19
8	90	$35.51	$7.85	$15.44	$0.00	$58.80

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.76	$7.85	$0.00	$0.00	$26.61
2	55	$20.64	$7.85	$3.66	$0.00	$32.15
3	60	$22.51	$7.85	$3.99	$0.00	$34.35
4	65	$24.39	$7.85	$4.32	$0.00	$36.56
5	70	$26.26	$7.85	$14.11	$0.00	$48.22
6	75	$28.14	$7.85	$14.44	$0.00	$50.43
7	80	$30.02	$7.85	$14.77	$0.00	$52.64
8	90	$33.77	$7.85	$15.44	$0.00	$57.06

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) *LABORERS - ZONE 2*	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
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*	07/01/2015	$38.06	$7.85	$16.10	$0.00	$62.01
	01/01/2016	$39.01	$7.85	$16.10	$0.00	$62.96
	07/01/2016	$39.96	$7.85	$16.10	$0.00	$63.91
	01/01/2017	$40.91	$7.85	$16.10	$0.00	$64.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.03	$7.85	$0.00	$0.00	$26.88
2	55	$20.93	$7.85	$3.66	$0.00	$32.44
3	60	$22.84	$7.85	$3.99	$0.00	$34.68
4	65	$24.74	$7.85	$4.32	$0.00	$36.91
5	70	$26.64	$7.85	$14.11	$0.00	$48.60
6	75	$28.55	$7.85	$14.44	$0.00	$50.84
7	80	$30.45	$7.85	$14.77	$0.00	$53.07
8	90	$34.25	$7.85	$15.44	$0.00	$57.54

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.06	$7.85	$0.00	$0.00	$25.91
2	55	$19.87	$7.85	$3.66	$0.00	$31.38
3	60	$21.67	$7.85	$3.99	$0.00	$33.51
4	65	$23.48	$7.85	$4.32	$0.00	$35.65
5	70	$25.28	$7.85	$14.11	$0.00	$47.24
6	75	$27.09	$7.85	$14.44	$0.00	$49.38
7	80	$28.90	$7.85	$14.77	$0.00	$51.52
8	90	$32.51	$7.85	$15.44	$0.00	$55.80

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$30.28	$9.07	$8.00	$0.00	$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$42.04	$9.80	$19.23	$0.00	$71.07
PILE DRIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2015	$42.04	$9.80	$19.23	$0.00	$71.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 1*

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.02	$9.80	$19.59	$0.00	$50.41
2	60	$25.22	$9.80	$19.59	$0.00	$54.61
3	70	$29.43	$9.80	$19.59	$0.00	$58.82
4	75	$31.53	$9.80	$19.59	$0.00	$60.92
5	80	$33.63	$9.80	$19.59	$0.00	$63.02
6	80	$33.63	$9.80	$19.59	$0.00	$63.02
7	90	$37.84	$9.80	$19.59	$0.00	$67.23
8	90	$37.84	$9.80	$19.59	$0.00	$67.23

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER *PIPEFITTERS LOCAL 537 (Local 138)*	03/01/2015	$46.36	$9.70	$14.89	$0.00	$70.95
	09/01/2015	$47.36	$9.70	$14.89	$0.00	$71.95
	03/01/2016	$48.36	$9.70	$14.89	$0.00	$72.95
	09/01/2016	$49.36	$9.70	$14.89	$0.00	$73.95
	03/01/2017	$50.36	$9.70	$14.89	$0.00	$74.95

Apprentice - *PIPEFITTER Local 537 (Local 138)*

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$18.54	$9.70	$5.50	$0.00	$33.74
2	45	$20.86	$9.70	$14.89	$0.00	$45.45
3	60	$27.82	$9.70	$14.89	$0.00	$52.41
4	70	$32.45	$9.70	$14.89	$0.00	$57.04
5	80	$37.09	$9.70	$14.89	$0.00	$61.68

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$18.94	$9.70	$5.50	$0.00	$34.14
2	45	$21.31	$9.70	$14.89	$0.00	$45.90
3	60	$28.42	$9.70	$14.89	$0.00	$53.01
4	70	$33.15	$9.70	$14.89	$0.00	$57.74
5	80	$37.89	$9.70	$14.89	$0.00	$62.48

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER *LABORERS - ZONE 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
PLUMBER *PLUMBERS & GASFITTERS LOCAL 12 (Local 138)*	03/01/2015	$46.13	$10.32	$14.89	$0.00	$71.34
	09/01/2015	$47.13	$10.32	$14.89	$0.00	$72.34
	03/01/2016	$48.28	$10.32	$14.89	$0.00	$73.49
	09/01/2016	$49.33	$10.32	$14.89	$0.00	$74.54
	03/01/2017	$50.33	$10.32	$14.89	$0.00	$75.54

Apprentice - *PLUMBER/GASFITTER - Local 12 (Local 138)*

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$16.15	$10.32	$5.54	$0.00	$32.01
2	40	$18.45	$10.32	$6.27	$0.00	$35.04
3	55	$25.37	$10.32	$8.42	$0.00	$44.11
4	65	$29.98	$10.32	$9.87	$0.00	$50.17
5	75	$34.60	$10.32	$11.30	$0.00	$56.22

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$16.50	$10.32	$5.54	$0.00	$32.36
2	40	$18.85	$10.32	$6.27	$0.00	$35.44
3	55	$25.92	$10.32	$8.42	$0.00	$44.66
4	65	$30.63	$10.32	$9.87	$0.00	$50.82
5	75	$35.35	$10.32	$11.30	$0.00	$56.97

Notes:

Steps are 1 yr
Step 4 with lic$53.20 Step5 with lic$59.23

Apprentice to Journeyworker Ratio:1:5

PNEUMATIC CONTROLS (TEMP.) *PIPEFITTERS LOCAL 537 (Local 138)*	03/01/2015	$46.36	$9.70	$14.89	$0.00	$70.95
	09/01/2015	$47.36	$9.70	$14.89	$0.00	$71.95
	03/01/2016	$48.36	$9.70	$14.89	$0.00	$72.95
	09/01/2016	$49.36	$9.70	$14.89	$0.00	$73.95
	03/01/2017	$50.36	$9.70	$14.89	$0.00	$74.95
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR *LABORERS - ZONE 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER *LABORERS - ZONE 2*	06/01/2015	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2015	$32.65	$7.30	$12.30	$0.00	$52.25
	06/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
	12/01/2016	$33.90	$7.30	$12.30	$0.00	$53.50
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$29.61	$10.00	$14.55	$0.00	$54.16
	12/01/2015	$30.48	$10.00	$14.55	$0.00	$55.03
	06/01/2016	$31.00	$10.00	$14.55	$0.00	$55.55
	12/01/2016	$31.87	$10.00	$14.55	$0.00	$56.42
	06/01/2017	$32.56	$10.00	$14.55	$0.00	$57.11
	12/01/2017	$33.25	$10.00	$14.55	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 42*	05/01/2015	$22.66	$8.49	$9.89	$0.00	$41.04
	11/01/2015	$22.78	$8.49	$9.89	$0.00	$41.16
	04/30/2016	$22.78	$8.49	$10.25	$0.00	$41.52
	05/01/2016	$24.15	$8.49	$10.68	$0.00	$43.32
	04/30/2017	$24.15	$8.49	$11.07	$0.00	$43.71
	05/01/2017	$24.21	$8.49	$11.54	$0.00	$44.24
	04/30/2018	$24.21	$8.49	$11.96	$0.00	$44.66
	05/01/2018	$24.24	$8.49	$12.46	$0.00	$45.19
	04/30/2019	$24.24	$8.49	$12.92	$0.00	$45.65
RECLAIMERS *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) *CARPENTERS -ZONE 2 (Residential Wood)*	04/01/2011	$24.24	$8.67	$15.51	$0.00	$48.42

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011	$24.24	$6.34	$6.23	$0.00	$36.81

** 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)*

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

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

Effective Date - 05/01/2011

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

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR *LABORERS - ZONE 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) *ROOFERS LOCAL 33*	08/01/2015	$40.11	$11.00	$12.00	$0.00	$63.11
	02/01/2016	$41.01	$11.00	$12.00	$0.00	$64.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ROOFER - Local 33*

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.06	$11.00	$3.38	$0.00	$34.44
2	60	$24.07	$11.00	$12.00	$0.00	$47.07
3	65	$26.07	$11.00	$12.00	$0.00	$49.07
4	75	$30.08	$11.00	$12.00	$0.00	$53.08
5	85	$34.09	$11.00	$12.00	$0.00	$57.09

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.51	$11.00	$3.38	$0.00	$34.89
2	60	$24.61	$11.00	$12.00	$0.00	$47.61
3	65	$26.66	$11.00	$12.00	$0.00	$49.66
4	75	$30.76	$11.00	$12.00	$0.00	$53.76
5	85	$34.86	$11.00	$12.00	$0.00	$57.86

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

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE *ROOFERS LOCAL 33*	08/01/2015	$40.36	$11.00	$12.00	$0.00	$63.36
	02/01/2016	$41.26	$11.00	$12.00	$0.00	$64.26
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - A*	08/01/2015	$43.31	$10.20	$21.48	$2.25	$77.24
	02/01/2016	$44.31	$10.20	$21.48	$2.25	$78.24
	08/01/2016	$45.46	$10.20	$21.48	$2.25	$79.39
	02/01/2017	$46.56	$10.20	$21.48	$2.25	$80.49
	08/01/2017	$47.66	$10.20	$21.48	$2.25	$81.59
	02/01/2018	$48.81	$10.20	$21.48	$2.25	$82.74

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.32	$10.20	$4.90	$0.00	$32.42
2	40	$17.32	$10.20	$4.90	$0.00	$32.42
3	45	$19.49	$10.20	$9.59	$1.18	$40.46
4	45	$19.49	$10.20	$9.59	$1.18	$40.46
5	50	$21.66	$10.20	$10.45	$1.27	$43.58
6	50	$21.66	$10.20	$10.70	$1.28	$43.84
7	60	$25.99	$10.20	$12.17	$1.45	$49.81
8	65	$28.15	$10.20	$13.04	$1.54	$52.93
9	75	$32.48	$10.20	$14.76	$1.72	$59.16
10	85	$36.81	$10.20	$15.98	$1.89	$64.88

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.72	$10.20	$4.90	$0.00	$32.82
2	40	$17.72	$10.20	$4.90	$0.00	$32.82
3	45	$19.94	$10.20	$9.59	$1.19	$40.92
4	45	$19.94	$10.20	$9.59	$1.19	$40.92
5	50	$22.16	$10.20	$10.45	$1.28	$44.09
6	50	$22.16	$10.20	$10.70	$1.29	$44.35
7	60	$26.59	$10.20	$12.17	$1.47	$50.43
8	65	$28.80	$10.20	$13.04	$1.56	$53.60
9	75	$33.23	$10.20	$14.76	$1.75	$59.94
10	85	$37.66	$10.20	$15.98	$1.92	$65.76

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 B*	08/01/2015	$31.94	$10.41	$9.33	$0.00	$51.68
	12/01/2015	$31.94	$10.41	$10.08	$0.00	$52.43
	06/01/2016	$32.44	$10.41	$10.08	$0.00	$52.93
	08/01/2016	$32.44	$10.91	$10.08	$0.00	$53.43
	12/01/2016	$32.44	$10.91	$10.89	$0.00	$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2015	$32.23	$10.41	$9.33	$0.00	$51.97
	12/01/2015	$32.23	$10.41	$10.08	$0.00	$52.72
	06/01/2016	$32.73	$10.41	$10.08	$0.00	$53.22
	08/01/2016	$32.73	$10.91	$10.08	$0.00	$53.72
	12/01/2016	$32.73	$10.91	$10.89	$0.00	$54.53
SPRINKLER FITTER *SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2*	03/01/2015	$48.99	$8.42	$14.90	$0.00	$72.31
	10/01/2015	$50.03	$8.42	$14.90	$0.00	$73.35
	01/01/2016	$50.03	$8.67	$15.05	$0.00	$73.75
	03/01/2016	$50.93	$8.67	$15.05	$0.00	$74.65
	10/01/2016	$51.97	$8.67	$15.05	$0.00	$75.69
	03/01/2017	$52.87	$8.67	$15.05	$0.00	$76.59

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SPRINKLER FITTER - Local 550 (Section B) Zone 2*

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$17.15	$8.42	$8.40	$0.00	$33.97
2	40	$19.60	$8.42	$8.40	$0.00	$36.42
3	45	$22.05	$8.42	$8.40	$0.00	$38.87
4	50	$24.50	$8.42	$8.40	$0.00	$41.32
5	55	$26.94	$8.42	$8.40	$0.00	$43.76
6	60	$29.39	$8.42	$8.40	$0.00	$46.21
7	65	$31.84	$8.42	$8.40	$0.00	$48.66
8	70	$34.29	$8.42	$8.40	$0.00	$51.11
9	75	$36.74	$8.42	$8.40	$0.00	$53.56
10	80	$39.19	$8.42	$8.40	$0.00	$56.01

Effective Date - 10/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$17.51	$8.42	$8.40	$0.00	$34.33
2	40	$20.01	$8.42	$8.40	$0.00	$36.83
3	45	$22.51	$8.42	$8.40	$0.00	$39.33
4	50	$25.02	$8.42	$8.40	$0.00	$41.84
5	55	$27.52	$8.42	$8.40	$0.00	$44.34
6	60	$30.02	$8.42	$8.40	$0.00	$46.84
7	65	$32.52	$8.42	$8.40	$0.00	$49.34
8	70	$35.02	$8.42	$8.40	$0.00	$51.84
9	75	$37.52	$8.42	$8.40	$0.00	$54.34
10	80	$40.02	$8.42	$8.40	$0.00	$56.84

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*	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN *ELECTRICIANS LOCAL 103*	03/01/2015	$33.88	$13.00	$13.70	$0.00	$60.58
	09/01/2015	$34.60	$13.00	$13.72	$0.00	$61.32
	03/01/2016	$35.31	$13.00	$13.74	$0.00	$62.05

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 103*

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$13.55	$13.00	$0.41	$0.00	$26.96
2	40	$13.55	$13.00	$0.41	$0.00	$26.96
3	45	$15.25	$13.00	$10.87	$0.00	$39.12
4	45	$15.25	$13.00	$10.87	$0.00	$39.12
5	50	$16.94	$13.00	$11.11	$0.00	$41.05
6	55	$18.63	$13.00	$11.38	$0.00	$43.01
7	60	$20.33	$13.00	$11.64	$0.00	$44.97
8	65	$22.02	$13.00	$11.89	$0.00	$46.91
9	70	$23.72	$13.00	$12.15	$0.00	$48.87
10	75	$25.41	$13.00	$12.41	$0.00	$50.82

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$13.84	$13.00	$0.42	$0.00	$27.26
2	40	$13.84	$13.00	$0.42	$0.00	$27.26
3	45	$15.57	$13.00	$10.88	$0.00	$39.45
4	45	$15.57	$13.00	$10.88	$0.00	$39.45
5	50	$17.30	$13.00	$11.14	$0.00	$41.44
6	55	$19.03	$13.00	$11.39	$0.00	$43.42
7	60	$20.76	$13.00	$11.65	$0.00	$45.41
8	65	$22.49	$13.00	$11.90	$0.00	$47.39
9	70	$24.22	$13.00	$12.17	$0.00	$49.39
10	75	$25.95	$13.00	$12.43	$0.00	$51.38

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	08/01/2015	$48.80	$10.18	$18.57	$0.00	$77.55
	02/01/2016	$49.37	$10.18	$18.57	$0.00	$78.12
	08/01/2016	$50.27	$10.18	$18.65	$0.00	$79.10
	02/01/2017	$50.84	$10.18	$18.65	$0.00	$79.67

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.40	$10.18	$18.57	$0.00	$53.15
2	60	$29.28	$10.18	$18.57	$0.00	$58.03
3	70	$34.16	$10.18	$18.57	$0.00	$62.91
4	80	$39.04	$10.18	$18.57	$0.00	$67.79
5	90	$43.92	$10.18	$18.57	$0.00	$72.67

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.69	$10.18	$18.57	$0.00	$53.44
2	60	$29.62	$10.18	$18.57	$0.00	$58.37
3	70	$34.56	$10.18	$18.57	$0.00	$63.31
4	80	$39.50	$10.18	$18.57	$0.00	$68.25
5	90	$44.43	$10.18	$18.57	$0.00	$73.18

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE*	06/01/2015	$36.45	$7.30	$13.40	$0.00	$57.15
	12/01/2015	$37.20	$7.30	$13.40	$0.00	$57.90
	06/01/2016	$37.95	$7.30	$13.40	$0.00	$58.65
	12/01/2016	$38.95	$7.30	$13.40	$0.00	$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE*	06/01/2015	$35.17	$7.30	$13.40	$0.00	$55.87
	12/01/2015	$35.92	$7.30	$13.40	$0.00	$56.62
	06/01/2016	$36.67	$7.30	$13.40	$0.00	$57.37
	12/01/2016	$37.67	$7.30	$13.40	$0.00	$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE*	06/01/2015	$35.05	$7.30	$13.40	$0.00	$55.75
	12/01/2015	$35.80	$7.30	$13.40	$0.00	$56.50
	06/01/2016	$36.55	$7.30	$13.40	$0.00	$57.25
	12/01/2016	$37.55	$7.30	$13.40	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2015	$32.52	$10.41	$9.33	$0.00	$52.26
	12/01/2015	$32.52	$10.41	$10.08	$0.00	$53.01
	06/01/2016	$33.02	$10.41	$10.08	$0.00	$53.51
	08/01/2016	$33.02	$10.91	$10.08	$0.00	$54.01
	12/01/2016	$33.02	$10.91	$10.89	$0.00	$54.82
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	06/01/2015	$47.33	$7.30	$13.80	$0.00	$68.43
	12/01/2015	$48.08	$7.30	$13.80	$0.00	$69.18
	06/01/2016	$48.83	$7.30	$13.80	$0.00	$69.93
	12/01/2016	$49.83	$7.30	$13.80	$0.00	$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)*	06/01/2015	$49.33	$7.30	$13.80	$0.00	$70.43
	12/01/2015	$50.08	$7.30	$13.80	$0.00	$71.18
	06/01/2016	$50.83	$7.30	$13.80	$0.00	$71.93
	12/01/2016	$51.83	$7.30	$13.80	$0.00	$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)*	06/01/2015	$39.40	$7.30	$13.80	$0.00	$60.50
	12/01/2015	$40.15	$7.30	$13.80	$0.00	$61.25
	06/01/2016	$40.90	$7.30	$13.80	$0.00	$62.00
	12/01/2016	$41.90	$7.30	$13.80	$0.00	$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	06/01/2015	$41.40	$7.30	$13.80	$0.00	$62.50
	12/01/2015	$42.15	$7.30	$13.80	$0.00	$63.25
	06/01/2016	$42.90	$7.30	$13.80	$0.00	$64.00
	12/01/2016	$43.90	$7.30	$13.80	$0.00	$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2015	$31.94	$10.41	$9.33	$0.00	$51.68
	12/01/2015	$31.94	$10.41	$10.08	$0.00	$52.43
	06/01/2016	$32.44	$10.41	$10.08	$0.00	$52.93
	08/01/2016	$32.44	$10.91	$10.08	$0.00	$53.43
	12/01/2016	$32.44	$10.91	$10.89	$0.00	$54.24
WAGON DRILL OPERATOR *LABORERS - ZONE 2*	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR *OPERATING ENGINEERS LOCAL 4*	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER *PLUMBERS & GASFITTERS LOCAL 12 (Local 138)*	03/01/2015	$46.13	$10.32	$14.89	$0.00	$71.34
	09/01/2015	$47.13	$10.32	$14.89	$0.00	$72.34
	03/01/2016	$48.28	$10.32	$14.89	$0.00	$73.49
	09/01/2016	$49.33	$10.32	$14.89	$0.00	$74.54
	03/01/2017	$50.33	$10.32	$14.89	$0.00	$75.54

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