CITY OF SOMERVILLE MASSACHUSETTS SOMERVILLE CITY HALL 93 HIGHLAND AVENUE SOMERVILLE MA. 02143 BIDDING INSTRUCTIONS FOR LINE PAINTING AND PAVEMENT MARKINGS IFB 14-99

Enclosed you will find an invitation to bid for: Furnishing labor, equipment, materials, and layout for painting the crosswalks, center lines and other markings on pavements throughout the City of Somerville. Contract is for 1 year, from 8/15/2014 through 8/14/2015, with two (2) one (1) year options to renew.

When submitting a bid, please identify the bid item and number clearly. All bids must be sealed and delivered to the Purchasing Department, City of Somerville, 93 Highland Ave., Somerville, MA 02143. Please mark the outside of all bid envelopes with the Bid number above and write "IFB 14-99 Line Painting" on the bid envelope.

BIDS SUBMITTED MUST BE AN ORIGINAL.

The completion of the following forms is necessary for consideration of a potential contract award. All of the below-referenced forms can be found in the "Forms" section of this IFB. When submitting bid documents, please retain the order of documents as originally provided.

- 1) "Notice to Bidders" signed by person submitting bid.
- 2) "Signature Form" complete when submitting your bid.
- 3) Tax Compliance / Non Collusion Form
- 4) Certificate of Signature Authority
- 5) Somerville Living Wage Form
- 6) Quality Requirements
- 7) Bid Pricing Page

NOTE: If Vendor is incorporated an updated "CERTIFICATE OF GOOD

STANDING" from the Commonwealth of Massachusetts will be needed for

the awarded vendor only.

CITY HALL HOURS HAVE BEEN CHANGED. WE ARE OPEN UNTIL 7:30 P.M. ON THURSDAYS AND CLOSED ON FRIDAYS AT 12:30 P.M.

Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested. Your cooperation is greatly appreciated.

NOTICE TO BIDDERS BID #14-99

All bids must be in accordance with terms and conditions set forth herein as stated.

SECTION A.	Sealed bids for: Line Painting & Pavement Marking, for 1 year from August 15, 2014 through August 14, 2015, with two (2) one (1)-year options to renew. The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than: Wednesday, July 16, 2014 at 11:00 A.M. at which time and place they will be publicly opened and read.
SECTION B.	Forms of price bid, specifications and terms of contract can be obtained at the above office on or after Wednesday , June 25 , 2014 .
SECTION C.	Bid envelopes shall be clearly marked as follows: "IFB 14-99, Line Painting".
SECTION D.	If awarded vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
SECTION E.	INSURANCE: Awarded Vendor must comply with insurance requirements as stated in the bid package.
SECTION F.	Prevailing Waves and Living Wage - see specifications
SECTION G.	The requirements in Section \mathbf{E} or \mathbf{F} will be waived if the words "Non-Applicable" (\mathbf{N}/\mathbf{A}) are inserted in the space designated.
SECTION H.	The copy of the bid deposited with the City will be accompanied by a bid guarantee in the amount of 5% of the estimated contract amount for the first contract year. The estimated contract amount is \$200,000.00. A Bid bond, Certified Check, Treasurer's Check, or Cashier's Check made payable to the City must be submitted with each bid. Said bid guarantee will become the property of the City of Somerville if the proposal is accepted and the bidder either neglects or refuses to comply with the terms of the proposal. Bid guarantee will be returned within 30 days to all unsuccessful bidders.
SECTION I.	A <u>Payment Bond</u> in the amount of <u>100% of the total contract price</u> (\$200,000.00) will be required by the City.

SECTION J.	The Purchasing Director reserves the right to accept or reject any or all bids, to waive any minor informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.								
SECTION K.	respond to all	necessary docu		t, if awarded bidder does not red signature forms within et.					
SECTION L.	successfully c		ast ten (10) hours	yees to be provided have s of OSHA approved training					
ADDENDA #1 Failure to acknowl				ACKNOWLEDGED ing rejected.					
Signature:									
Company:									
By:		T	itle:						
Date:	Tel No:		Fax.						

City of Somerville

Invitation for Bids for

Line Painting and Pavement Markings IFB 14-99

I. General Information and Bid Submission Requirements

Bid Delivery

All bids must be delivered to City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143.

Bids must be delivered by: 11:00 A.M. on Wednesday, July 16, 2014.

1 copy of the bid should be submitted. Bids must be sealed and marked as follows: "Bid for Line Painting, IFB 14-99".

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, reference form as provided in this IFB, and 5% bid surety in the amount of 5% of the estimated contract amount for the first contract year. The estimated contract amount is \$200,000.00. A Bid bond, Certified Check, Treasurer's Check, or Cashier's Check made payable to the City must be submitted with each bid. Said bid guarantee will become the property of the City of Somerville if the proposal is accepted and the bidder either neglects or refuses to comply with the terms of the proposal. Bid guarantee will be returned within 30 days to all unsuccessful bidders.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

Bonding Requirements

A Payment Bond in the amount of 100% of contract award is required upon contract award.

Prevailing Wage Requirements

The Prevailing Wage Law applies to this contract. The applicable prevailing wage rates are attached.

Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having picked up the IFB; they will also be posted to the City's Purchasing Website: http://www.somervillema.gov/departments/finance/purchasing/bids

No changes may be made to the bid documents, by the Bidders; without written authorization and/or an addendum from the Purchasing Department.

Questions about the IFB

Questions concerning this invitation for bids must be submitted in writing to: Alex Nosnik, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before** 12:30 PM on Wednesday, July 2, 2014. Questions may be e-mailed to anosnik@somervillema.gov delivered, faxed to 617-625-1344, or hand delivered. Written responses will be emailed to all bidders on record as having picked up the IFB and will be posted on the City's Purchasing Website. *If any Bidders or proposers contact anyone outside of Purchasing, for information about this proposal, the bid/proposal will be disqualified from the bidding process*.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.__" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Right to Cancel/Reject Bids

The City of Somerville may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

Unbalanced Bids

The City reserves the right to reject unbalanced, front loaded, and conditional bids.

Bid Prices to Remain Firm

All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

<u>Unforeseen Office Closure</u>

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

II. Purchase Description/Scope of Services

Contract Term Length and Renewal Options

The contract will remain in effect for one year, from August 15, 2014 through August 14, 2015, with two (2) one-year options to renew.

Price Submission

All prices must contain hourly rates as requested on the price submission page.

Estimated Quantities

The City of Somerville cannot estimate the number of hours need under this contract, since most of the work will be provided on an as needed basis. However, according to past usage, this contract may cost from \$150,000.00 per year, up to \$200,000.00 per year. These estimates are estimates only and not guaranteed.

Brand Name "Or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. Samples may be requested before a final decision is made. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Warranty

The bidder warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies. The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

Invoicing

Vendor will mail an invoice to the ordering department after completion and delivery of the order.

Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the specifications provided herein.

Outline of Specifications

General

The work to be performed under this contract consists of furnishing labor, materials, equipment and layout for painting the crosswalks, center lines, and other markings on pavements throughout the City of Somerville in accordance with the specifications and any drawings attached.

Examination of Property

The contractor shall fully inform himself of the existing conditions where the work is to be done.

Protection of Property

The contractor shall take all precautions to protect the property of the City from injury and shall be held responsible for all employees or any person or persons, instrument or device directly or indirectly employed by him. Any corresponding damages shall be replaced, repaired and paid for by the contractor to the satisfaction of the City.

Quality of Workmanship

All work must be done in a thorough workmanlike manner.

Response Time

The contractor must respond within forty-eight hours when issued notification by the City of Somerville.

Laws and Regulations

The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

Estimates and Surveys

The contractor shall, as required, furnish estimates and survey proposed work at no cost to the City.

Insurance

The contractor must provide the following insurance certificates before the contract can be fully executed:

General Liability: \$1,000,000 Automobile: \$1,000,000

Workers' Compensation: as required by General Law

The Certificates of Insurance must show the City of Somerville as the Certificate Holder and as Additional Insured. Should any policies be cancelled before the expiration date, the issuing company must send written notice to the City 30 days prior to cancellation.

References

Please include on a separate sheet a minimum of three references for whom similar line painting and pavement markings service has been provided. Include contact person and telephone number along with company name and address.

CITY OF SOMERVILLE DEPARTMENT OF TRAFFIC AND PARKING SPECIFICATIONS FOR CROSSWALK AND PAVEMENT MARKINGS

1. GENERAL

1.1 DESCRIPTION OF WORK

The work to be performed under this contract consists of furnishing labor, equipment, materials, and layout for painting the crosswalks, center lines, and other markings on pavements throughout the City of Somerville in accordance with these specifications and any typical drawings attached.

The contractor shall layout and paint all center lines, offset center lines, crosswalks, stop lines, silhouettes, parking stall markings, and miscellaneous markings as directed by the Traffic and Parking Department.

All markings shall be applied at least once during the contract period. All lane lines and certain crosswalk and stop lines at schools shall be applied twice during the contract period if requested by the Traffic and Parking Department (or Designee).

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1.2 ESTIMATED QUANTITIES

Quantities listed are estimates for bid purposes only. The number of quantities listed on the proposal page is for comparison of bid price only and any increase or decrease in the number shall not be basis for change in the bid price each. The Contractor shall be responsible for work given to him by the Director of Traffic and Parking.

The contractor shall furnish the City with itemized quantity sheets and other such invoices to substantiate his invoices.

1.2.a CONVENTIONAL PAINT – APPROPRIATE AMOUNTS

12" White (stop bars & ladder crosswalks)	105,000 linear feet
6" White (gore lines)	1,000 linear feet
4" White (lane lines & parking stalls)	36,000 linear feet
Silhouettes	30 each
Directional Arrows	150 each
"ONLY" Markings	50 each
4" Yellow (center & edge lines)	125,000 linear feet
12" Yellow (gore lines)	300,000 linear feet
School Markings	50 each
Handicap Logo	50 each

1.2.b THERMOSTATIC PAINT – APPROXIMATE AMOUNTS

12" White (stop bars & ladder crosswalks)

4" White (lane lines)

1,500 linear feet

1,500 linear feet

1,500 linear feet

60 each

"ONLY" Markings

4" Yellow (center & edge lines)

43,500 linear feet

12" Yellow (gore lines)

2,500 linear feet

2. EQUIPMENT

All markings shall be applied by a line laser and/or equivalent machine capable of applying traffic marking paints. The glass beads shall be applied by air-operated bead dispensing equipment mounted on the paint machine. Thermoplastic marking equipment is to be the hand propelled type capable of maintaining a material temperature between 400 and 425 degrees Fahrenheit with at a minimum gravity fed bead dispenser. The use of any equipment so out of repair, so loaded or in such manner as to create loud, unnecessary grinding, rattling, or other noise will not be tolerated. No air-pressurized machines will be allowed.

In the event that a paint machine and/or center line truck is not capable of functioning, a \$50 per hour fine per piece of faculty equipment will be imposed and deducted from any monies owed.

3. MATERIALS

3.1 REFLECTORIZED PAINT

All reflectorized paint shall conform to the latest specifications as defined by the Massachusetts Highway Department. No previously opened containers shall be used. All paint must be pre-approved for use by the Director of Traffic and Parking (or Designee).

3.2 REFLECTORIZED PAINT/ THERMOPLASTIC

All reflectorized paint shall conform to the latest specifications as defined by the Massachusetts Highway Department. No previously opened containers shall be used. All paint must be pre-approved for the use by the Director of Traffic and Parking (or Designee).

3.3 GREEN PAINT EPOXY

All Green Paint Epoxy must be manufactured expressly for bike lane coloring (see SPECIFICATIONS FOR GREEN PAINT REFERENCED ON PRICE SHEET, below, for more details). This specification or equal must be provided. All epoxy must be preapproved for the use by the Director of Traffic and Parking (or Designee).

3.4 GLASS BEADS

All glass beads shall conform to the latest specifications of the Massachusetts Highway Department.

3.5 STOCK

The contractor must supply the city with 50 gallons of white reflectorized traffic paint as specified under Section 3.1 to be used be the contractor's crew in the event that a crew runs short of paint. This stock must be kept full for the duration of the contract. Upon completion of the contract all remaining paint shall be returned to the contractor.

4. APPLICATION FOR WORK PROCEDURE

4.1 CONTRACTOR'S SUPERVISION

The contractor shall keep a competent and responsible person in charge of the work at the site, to represent them, whenever any work is in progress. Such a representative shall be authorized and instructed to receive and execute the instructions given by the Traffic Director (or Designee). Approval of the contactor's representative holds good only so long as they prove satisfactory to the Traffic Director (or Designee) and shall not be a waiver of the right to require the dismissal of such contractor's representative should they become unsatisfactory.

4.2 LAYOUT

The contractor shall be responsible for the layout of the work and chalking of lines. Layout shall be according to the typical drawings attached to these specifications. In the case that the Traffic Director (or Designee) deems it necessary to change the location from that previously painted or alter the typical line layout, the contractor will be furnished with a center line mark on the curb at each end of the crosswalk and/or line. Unless otherwise directed, the contractor shall always follow old paint lines except in the case of crooked or bent lines. In that case, they shall paint a new straight line that approximates the location of the old marking. Where the City has previously installed permanent type plastic crosswalk markings, the contractor shall paint their line over the plastic marking so as to provide a solid line of normal width. If a stop line has been marked with plastic markings, contractor shall repaint the line. In any case where the contractor is not following an old line marking, they shall first layout the new line with a chalk line.

4.3 CLEANING PAVEMENT

All pavements shall be broomed until clean. All materials shall be picked up and disposed of properly by the contractor. Oil, grease, and similar adherent matter shall be removed by washing with a suitable solvent. Excess solvent shall be wiped from the pavement and allowed to evaporate before applying traffic paint. The contractor shall be responsible for the amount of cleaning which may be required.

4.4 APPLICATION OF TRAFFIC PAINT

- **4.4.1** For each location given, stop lines and crosswalk lines shall be applied before center lines and/or lane lines.
- **4.4.2** All crosswalks shall be of the ladder type as per typical drawings attached: crosswalks shall have uniformly spaced twelve (12), twelve (12) inches apart.
- **4.4.3** All double yellow center lines shall be uniformly spaced four (4) inch lines, four (4) inches apart.
- **4.4.4** Paint shall be applied at a rate of one gallon per hundred square feet and beads shall be applied at the rate of six to six and one half pounds per hundred square feet. Beads shall cover the complete width of the line. Painting shall be done only in seasonable weather in accordance with good painting practice. In the event parked cars block the application of markings, the contractor will be required to complete the markings.
- **4.4.5** The paint shall be applied without thinning. Paint that does not dry in sufficient time, without thinning, so that the contractor can meet all requirements of these specifications such as protection of lines, tracking, and accommodation of traffic, shall be rejected for use of this work.
- **4.4.6** Glass beads shall be applied in the quantities and manner specified in the Massachusetts Highway Department's Standard Specifications for Highways and Bridges. Excess glass beads shall be removed prior to contracting leaving the job site, but only after the paint has been allowed to dry sufficiently to prevent smudging of traffic lines when sweeping.

4.5 **DEFECTIVE WORK**

Unsatisfactory markings, resulting from the presence of dirt, oil, grease, scale, moisture, or other foreign substances, and all other traffic markings rejected by the Traffic Director (or Designee) shall be removed and replaced by the contractor at his own expense.

If for any reason material is spilled on the roadway, or any markings applied by the contractor, in the Traffic and Parking Director (or Designee) or's judgment, fail to conform to these specifications, because of a deviation from the desired pattern, the contractor shall remove such material by a method that is not injurious to the roadway surface and is acceptable to the Traffic and Parking Director (or Designee)or, clean the roadway surface and prepare, the surface for a reapplication of markings and reapply the markings as directed without additional compensation for any of the foregoing corrective operations.

In the event that the contractor fails to remove any paint or markings placed by them, which the Traffic Director (or Designee) has ordered removed, within ten calendar days of such written order; the markings may be removed by city forces by means of sand blasting and a cost of \$1000.00 per day will be deducted for each day or portion thereof for which two men and the necessary equipment are used to accomplish such removal.

4.6 PROTECTION OF LINES

The contractor shall make provisions so that all work shall be amply protected from moving traffic, both pedestrian and vehicular, so as to obtain proper drying of payment marking material. Paint tracked on the pavement and lines damaged by traffic will be considered the result of either inadequate line protection or slow drying paint. Either of these conditions are understood to be under the contractor's control and it is understood that the defective work will be removed and repaired with no additional cost to the City.

4.7 ACCOMMODATION OF TRAFFIC

All painting on Somerville streets will require a police detail furnished at the contractor's expense by the Somerville Police Department.

4.8 RESTRICTIONS ON HOURS OF WORK

All work performed shall be between the hours of 8:00 p.m. and 5:00 a.m. Prior approval from the Director of Traffic and Parking must be obtained to conduct any work outside of these hours.

No work will be performed on Sundays or Holidays unless the contractor obtains permission from the Director of Traffic and Parking and obtains the necessary permits.

4.9 WORK SCHEDULES AND RECORDS

The contractor shall keep a daily diary of all work accomplished and each week shall report to the Office of Traffic and Parking with a copy of the list of completed work. The City reserves the right to request daily reports at any time. It is the contractor's responsibility to meet the agreed upon schedule. In the event that crews are not available as scheduled, a \$100.00 fine per crew will be imposed and deducted from any monies owed.

The contractor must be capable of supplying, at the City's request, four (4) individual complete panting crews each night for a minimum of two (2) nights per week. The schedule will be prearranged with the Director of Traffic and Parking and/or her designee, at least 48 hours prior to commencement of work. Each crew shall comprised of at least three (3) crew-members at all times.

MAINTENANCE AND FINAL ACCEPTANCE

The contractor shall keep and maintain all crosswalks and stop lines in good repair for a period of ninety days from the date of the completion of the work at all locations. It is agreed and understood that they will at any time during this period, upon notification in writing from the Traffic Director (or Designee) and without expense to the City, immediately execute all the repairs, which may be necessary, as determined by the Traffic Director (or Designee), because of defective workmanship, materials, or procedures. Provided the contractor had kept all lines in good repair when specifically directed by the Traffic Director (or Designee) at particular locations the following shortcut method for final acceptance shall be used: Upon completion of all work in each painting the Traffic Director (or Designee) will arbitrarily select ten intersections of ten different streets as test sections and notify the contractor of the list of intersections. Each of these intersections shall be inspected by the Traffic Director (or Designee) at the end of the ninety days. If 75% of the lines on all test sections are found to be in good condition, the Traffic Director (or Designee) shall inspect all lines in the City that are in need of direct repairs as she finds necessary. If the contractor fails or refuses to make necessary repairs, an amount of money equal to 5% of the contract price will be deducted from the final payment. Should this occur at the end of each painting maintenance period, a sum equal to 5% x No. of paintings (of the contract price) will be deducted from the final payment. It is here pointed out to all bidders that it is the intention of these specifications to obtain top quality workmanship, top performance, and minimum interference to traffic. Therefore all sections of these specifications will be strictly enforced.

4.10 PAYMENT

Payment will be made against requisition submitted by the contractor as work is performed on a weekly basis. Upon completion of the work the City shall retain 10% of the total contract estimate. This 10% balance shall be paid to the contractor when the work is completed and accepted as provided in 4.10.

4.11.1

Federal Directional Arrows, Single and Double, "ONLY" Markings, Silhouettes, "School" Markings, and Handicapped Logos will be paid for at the contract unit price each. All other markings under this contract will be paid for at the contract unit price per linear foot of marking actually applied.

5. NON-TECHNICAL PROVISIONS – QUALIFICATIONS OF BIDDERS

5.1 The contractor must have at least a minimum of 3 years qualifying municipal experience in pavement marking work similar in amount, value, cost, character, and proportion. The contractor must submit with his bid the name of the municipality, contact person, and phone number for which similar work has been performed.

Prior to award of contract the City may require the contractor to establish that he has the necessary facilities, plant, experience, and financial resources to perform the work in a satisfactory manner and within the time stipulated and that he has had the required experience in performing work of the same or similar nature.

5.2 TIME OF STARTING AND COMPLETION

The contractor shall be available to begin work within seven (7) days after the contract has been executed. All work must be completed within forty-eight (48) working days from commencement of work. All work must be scheduled through the Traffic and Parking Direct (or Designee) or, or his/her designee per Section 4.9. Any changes in scheduling must be approved by the Traffic and Parking Director (or Designee) or.

5.3 CANCELLATION OF WORK

The City reserves the right to cancel work scheduled for any reason within three (3) hours notification to the contractor. The contractor must provide the Director of Traffic and Parking (or Designee) a dedicated employee contact, with an accessible telephone number, 24 hours per day.

The City reserves the right to cancel at any time due to weather conditions, or causes beyond control of the City. Vendor will only be compensated for work performed.

5.4 LIQUIDATED DAMAGES

The contractor agrees that the City may retain the sum of \$1000.00 amount of compensation to be paid the contractor for each calendar day, beyond the forty-eight (48) days allowed as indicated in the specifications, that the work remains incomplete. This amount is agreed upon as the proper measure of liquidated damages which the City will sustain per day by failure of the contractor to complete the work within the number of days stipulated. This is not to be construed in any sense as a penalty. Upon approval of the Director of Traffic and Parking (or Designee), the forty-eight (48) day mandate may be waived.

5.5 EXTENSION TIME NOT A WAIVER

Any extension of time beyond the date fixed for completion of the doing and acceptance of any part of the work called for by the contract, shall not be deemed a waiver by the City of its right to annul or terminate the contract for abandonment or delay in the manner provided for, nor relieve the contractor from full responsibility and liability.

5.6 COMPETENT PERSONNEL

The contractor shall employ only competent, faithful, and skilled personnel to do the work required of them. Whenever the Traffic Director (or Designee) shall notify the contractor that any person on the work is, in his/her opinion, incompetent or unfaithful, such person shall be discharged from the work and shall not again be permitted to work within the City.

5.7 PROTECTION OF WORK, PROPERTY, AND PERSONS

The contractor shall adequately protect the operation of the work and shall protect adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

5.8 CONTRACTOR'S LIABILITY INSURANCE

The limits for the several types of liability insurance on the contractor shall be as follows:

General Liability \$2,000,000

Automobile Liability \$2,000,000

Workers Compensation as required by General Law

Automobile Liability as required by General Law

The certificate of Insurance must show the City of Somerville as the Certificate Holder and as Additional Insured. Should any policies be cancelled before the expiration date, the issuing company must send written notice to the City 30 days prior to cancellation.

5.9. BONDS

A Payment Bond in the amount of 50% of the contract amount will be required by the successful contractor.

The successful contractor agrees, that if he is selected as the contractor, he will, within ten (10) 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 the payment bond from a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority in the amount stated.

5.10. MINIMUM WAGE RATES

The contractor shall comply with the requirements of the Massachusetts General Law, Chapter 149, Section 26 through 27D, as determined by the Commissioner of Labor and Industries under the provisions of the aforesaid statues as applicable.

SPECIFICATIONS FOR GREEN PAINT REFERENCED ON PRICE SHEET



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2/20/13

StreetBond 150

NON-TEXTURED COATED ASPHALT SPECIFICATION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. StreetBond Advanced Coatings for Asphalt are specifically formulated for application to asphalt pavement and have been confirmed by a certified testing facility to possess a balance of performance properties for a durable and color-fast finish.
- **B.** A variety of **StreetBond** coating colors are available. Please refer to www.streetbond.com to view these. Custom oclors are available upon request.
- C. In addition to being used on flat asphalt surfaces, StreetBond coatings have been formulated to work in conjunction with the StreetPrint® asphalt imprinting process to create a more decorative effect. For more information about the StreetPrint® process visit www.streetprint.com.
- **D. StreetBond** coatings are suitable for a wide variety of pavement applications. Cycle lanes, sidewalks, parking lots, walkways, cross-walks, medians, plazas, dedicated bus lanes, entranceways, and resident all driveways are some examples of successful applications of **StreetBond** coatings both with and without the StreetPrint® process.
- E. Certain colors of the **StreetBond** coatings have been independently verified to have an SRI greater than 29 and therefore can help projects qualify for points in the LEED program under Heat Island Effect: Non-Roof. Please refer to www.streetbond.com for further information.
- F. Qualifications. Only **Accredited Applicators** may bid for and perform the imprinted portion of this work. Please refer to **Section 1.3 DEFINITIONS**.
- G. StreetBond coatings are only available from Quest Construction Products, (Tel. 800-541-4383).
- H. StreetPrint® is a registered Trademark of Integrated Paving Concepts. U.S. patent number 5,215,402.

1.2 REFERENCES

- A. ASTM D-4541 Standard Test Method for Pull-Off St ength of Coatings Using Portable Adhesion Tester.
- **B.** ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
- **C.** ASTM D-2697 Standard Test Method for Volume of Nonvolatile Matter in Clear or Pigmented Coatings.
- D. ASTM D522-93A Standard Test Method for Mancire | Bend Test of Attached Organic Coatings.
- E. ASTM D1653 Standard test method for water vapor transmission or organic film coatings.





- F. ASTM G-154 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
- G. ASTM D 2369 Weight Solids Standard test method for Volatile Content of Coatings.
- H. ASTM D 1475 Standard Test method for Density of Paint, Varnish, Lacquer, Other related products.
- ASTM D-2240 (2000) Standard Test Method for Rubber property Durometer hardness.
- J. ASTM D-5895 Standard Test Method of drying or curing during film formation of organic coatings using mechanical recorders.
- K. ASTM D-570 Standard Test Method for water absorption of plastics.

1.3 DEFINITIONS

- A. "Accredited Applicator" has a valid Accreditation Certificate as offered by Quest Construction Products. (Tel. 800-541-4383). StreetBond applicators are reviewed on an annual basis. All Accredited Applicators have been qualified by Quest Construction Products to perform he Work.
- B. "Applicator" means the installer of the StreetBond coatings.
- **C.** "Owner" means the Owner and refers to the representative person who has decision making authority for the Work.
- **D.** "Textured asphalt pavement" is asphalt pavement that has been subjected to imprinting or stamping in a specific pattern.
- E. "Non-textured asphalt pavement" is asphalt pavement that is unstamped and is sometimes referred to as "flatwork".
- F. The "Work" is the asphalt pavement texturing work contemplated in this bid submission and specification.
- **G. "Scuffing"** is a "tear" of the asphalt pavement caused by an external force. Stationary vehicle tires turning on the pavement surface is a typical cause.
- H. "Layer" is a pass, using the RSG spray gun, that is allowed to dry before the next pass is applied.

1.4 SUBMITTALS

A copy of the Accreditation Certificate, available from the **Applicator**, is required with submittal.

PART 2 - PRODUCTS

2.1 MATERIALS - STREETBOND COATINGS

StreetBond150 and **StreetBond120 StreetBond** coatings that have been scientifically formulated to provide the optimal balance of performance properties for a durable, long lasting color and texture finish to asphalt pavement surfaces. Some of these key properties include wear and crack resistance, color retention,





adhesion, minimal water absorption and increased friction properties. **StreetBond** coatings are environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC).

- A. StreetBond150 is a premium epoxy modified, acrylic, waterborne coating specifically designed for application on asphalt pavements. It has a balance of properties to ensure good adhesion and movement on flexible pavement, while providing good durability. StreetBond150 is durable in both dry and wet environments.
- **B. StreetBond120** is an epoxy modified, acrylic, waterborne coating designed for application on asphalt pavements that require less durability. Suitable applications would include medians, pedestrian areas and residential driveways. It has a balance of properties to ensure good adhesion and movement on flexible pavement, while providing good durability. **StreetBond120** is retains its properties in both dry and wet environments.
- C. StreetBond Colorant is a highly concentrated, high quality, UV stable pigment blend designed to add color to StreetBond150 or StreetBond120 coatings. One unit of Colorant shall be used with one pail of StreetBond coating material.
- D. StreetBond CemBase150 should NOT be used on non-textured asphalt pavement.

2.1.1 Properties of StreetBond coatings

The following tables outline the physical and performance properties of the **StreetBond** coatings as determined by an independent testing laboratory.

TABLE 1: Typical Physical Properties of StreetBonc Coatings.

Solids by Volume	ASTM D-2697	55%
Solids by Weight	ASTM D-2369	68.9%
Density	ASTM D-1475	13.34 lb s/gal (1.599 kg/l)

TABLE 2: Typical Performance Properties of StreetBond Coatings

Dry time	ASTM D-5895	35 min
(To re-coat)	23℃; 37% RH	
Taber Wear	ASTM D-4060	0.98 g/1)00 cycles
Abrasion Dry	1 day cure	_
H-10 wheel		
Taber Wear Abrasion	ASTM D-4060	3.4 g/10)0 cycles
Wet	7 days cure	
H-10 wheel		
QUV E Accel.	ASTM G-154 Delta	C .53





Weathering	, E		
environment.	1,500 hours		
Hydrophobicity	ASTM D-570	8.3%	
Water absorption		(9 days immersio	on)
Shore hardness	ASTM D-2240	63 Type D	
Mandrel Bend	ASTM D522-93A	1/4" @ 11°C	
Permeance	ASTM D1653	3.45 g/m²/hr (52 mils)	¥18
VOC	Per MSDS	23 g/l	
Adhesion to Asphalt	ASTM D-4541	Substra e Failure	}
Friction	ASTM E-303	WP* costed	64
Wet	British Pendulum	WP* uncoated	57
	Tester	AC** conted	73
		AC** uncoated	60

^{*}WP - test conducted on asphalt pavement in wheel path

Certificates of Analysis are available upon request for each of these properties.

2.2 EQUIPMENT FOR STREETBOND APPLICATION

The equipment described has been designed specifically for optimal application of StreetBond coatings. Other equipment may or may riot be suitable and could compromise the performance of the StreetBond coatings and/or reduce crew productivity.

- A. The Rapid Sprayer II is a proprietary coating sprayer supplied by Integrated Paving Concepts Inc. and is capable of applying the **StreetBond** coatings to the asphalt pavement surface in a thin, controlled film which will optimize the drying and curing time of the coating.
- B. The StreetBond Coatings Mixer is a motorized in xing device designed to ensure efficient and thorough blending of the StreetBond components.
- C. The Rapid Finisher II is an electric powered broom supplied by Integrated Paving Concepts Inc. that can be used in the application of **StreetBond** coatings to improve productivity. It is especially useful on larger projects.

PART 3 - EXECUTION

3.1 GENERAL

StreetBond coating shall be supplied and applied on non-textured asphalt surface by an **Accredited Applicator** in accordance with the plans and specifications or as directed by the Owner. Do not begin installation without confirmation of an Accreditation Certificate. Specifications for the execution of the **StreetPrint®** system can be found at www.streetprint.com.

^{**}AC - test conducted on asphalt pavement adjacent to purb.





3.2 PRE-CONDITIONS

The condition of the asphalt substrate will impact the performance of the **StreetBond** coatings. A highly stable asphalt pavement free of defects is recommended.

3.2.1 Pre-requisites for new asphalt pavement

A durable and stable asphalt pavement mix design installed according to best practices over a properly prepared and stable substrate is a pre-requisite for all long-lasting asphalt pavement surfaces. The application of **StreetBond** does not change this requirement.

3.2.3 Pavement Marking Removal: recommended gu delines

Pavement markings may be removed by sandblasting, water-blasting, grinding, or other approved mechanical methods. The removal methods should, to the fullest extent possible, cause no significant damage to the pavement surface. The Owner shall determine if the removal of the markings is satisfactory for the application of **StreetBond** coatings. Work shall not proceed until this approval is granted.

3.2.4 Surface Preparation

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

3.3 APPLICATION OF STREETBOND COATINGS

3.3.1 StreetBond Coating System Options

The selection of the appropriate **StreetBond** coating or system of coatings and the required number of layers of each is dependent upon the application as outlined here in **TABLE 3**.





TABLE 3: COATING SYSTEM OPTIONS

		7140	
	Stamped Asphalt Surface	Stamped Asphalt sur ace	Non Stamped / Textured***
	Scuff** concern	No Scuff** concer	Asphalt surface
No Vehicle Traffic Pedestrian Cycle paths Sidewalks Piazes	N/A	3 layara Stree	elBond150
Very Low Vehicle Traffic Residential	1 layer StreetBond150 over 2 layers StreetBond CemBase		3 layers StreetBond150
Low / Medium Vehicle Traffic Parking lots Low traffic crosswalks Low traffic entries Level Mediana Cycle paths in traffic	2 layers StreetBond150 over 2 layers StreetBond CemBase		4 layers StreetBond150

Notes:

- 1. The **Applicator** can make the final determination of the coating system option to be used for the project.
- 2. Additional layers of **StreetBond150** or **StreetBond120** may be used to provide additional build thickness in high wear areas such as wheel paths and vehicle turning areas.
- 3. A maintenance program may be required for applications exposed to:
 - scuffing
 - · abrasive materials (such as salt and sand)
 - abrasive equipment (such as snow removal equipment)
- 4. Do not apply CemBase to non-textured asphalt pavement. Substitute with StreetBond150 to achieve recommended number of coating layers.

3.3.2 Coating Application Guidelines

- A. The Applicator shall use the Rapid Sprayer II to apply the StreetBond coatings.
- B. The asphalt pavement surface shall be completely dry and thoroughly cleaned prior to application of the coatings.
- **C.** The coating application shall proceed as soon as practical upon completion of the imprinting of the asphalt pavement where applicable.
- D. The first layer of coating shall be spray applied then broomed to work the coating material into the pavement surface. Subsequent applications shall be





sprayed then broomed or rolled. Each application of coating material shall be allowed to dry to the touch before applying the next layer.

E. The Applicator shall apply the StreetBond coalings only when the air temperature is 50 € / (10 ℃) and rising and will no 1 drop below 50 € / (10 ℃) within 24 hours. No precipitation should be expected within 24 hours.

3.4 COATING COVERAGE & THICKNESS

Recommended coating coverage and thickness is as outlined in **TABLE 4** below. Actual coverage may be affected by the texture of the asphalt pavement substrate and the imprint pattern selected. There will be less coverage with the first layer and higher coverage with subsequent layers.

TABLE 4: COATING COVERAGE AND THICKNESS

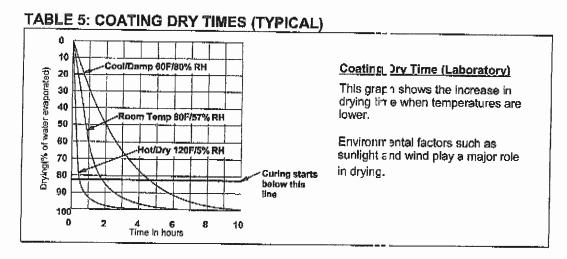
	COVERAGE ((approx.)	"HICKNESS (approx.)				
# OF LAYERS	TEXTURED (Offset brick)			/ET	DRY		
	SF/pail	SF/pail_	rmin	mil	mm	mil	
3	200	225	0.€5	25.7	0.36	14.1	
4	150	175	0.87	34.3	0.48	18.9	

3.5 OPENING TO TRAFFIC

Minimally, the surface coating must be 100% dry before traffic is permitted. The following table is a guide:







If StreetBond coatings are applied when moisture cannot evaporate, then the coating will not dry. The drying and curing of StreetBond coatings have a direct impact on performance.

PART 4 - MEASUREMENT AND PAYMENT 4.1 MEASUREMENT

The measured area is the actual area of asphalt pave nent where **StreetBond** has been applied, measured in place. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, bollards or by any public utility appurtenances within the area.

4.2 PAYMENT

Payment will be full compensation for all work completed as per conditions set out in the contract. For unit price contracts, the payment shall be calculated using the measured area as determined above.

III. Quality Requirements

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

	QUALITY REQUIREMENTS	YES	NO
1.	Does the Bidder have at least 5 years of municipal line painting experience?		
2.	Is the contractor able to meet the requirements set forth in line bid package?		
3.	Is the vendor able to meet the response time as indicated in the bid package?		
	Can the vendor certify that all employees to be provided, have successfully completely at least ten (10) hours of OSHA approved training in Construction Safety and Health?		
	Optional:		
4.	Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

In order to provide verification of affirmative responses to items 1, 2 and 3 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

IV. References REFERENCE FORM

Bidder:		
IFB Title: Line Painting & Paveme Bidder must provide references from		
Reference:	Contact:	
Address:	Phone:	
	Fax:	
Description and date(s) of supplies of	r services provided:	
Reference:	Contact:	
Address:	Phone:	
	Fax:	
Description and date(s) of supplies of	r services provided:	
Reference:	Contact:	
Address:	Phone:	
	Fax:	
Description and date(s) of supplies of	r services provided:	

V. Rule for Award

One contract will be awarded to the responsible and eligible bidder offering the lowest total annual price for the first year.

VI. Bid Pricing Sheet

Please quote on the following items. Prices are to include delivery, the cost of fuel, the cost of labor, and all other charges related to the services listed below. Prices are to remain the same for the entire contract period. The Contractor proposes to furnish Labor, Equipment, Materials and layout for painting the crosswalks, center lines and other markings on pavements throughout the City of Somerville in accordance with the specifications prepared by the City of Somerville for a period of one year from date of award (with two (2) optional renewal years). See price form below.

Bid pricing sheet

				Year 1 08/15/14 to 8/14/15		Opt. Yr. 2 8/15/15 to 8/14/16		. Yr. 3 8/14/17
No.	Est. Qty	Item Description Unit Price written in words	Unit Price	Total Amt	Unit Price	Total Amt	Unit Price	Total Amt
1.	67,000	12" (stop bars & Ladder crosswalk) Thermoplastic – Linear Feet						
2.	133,000	12" white (stop bars & ladder crosswalk) Paint – Linear Feet						
3.	667	6" white (gore lines) Thermoplastic – Linear Feet						
4.	1,333	6" white (gore lines) Paint – Linear Feet 4" White (lane lines & parking stalls)						
5.	15,000	Thermoplastic – Linear Feet						
6.	30,000	4" White (lane lines & parking stalls) Paint – Linear Feet Silhouettes						
7.	3	Thermoplastic – each Silhouettes						
8.	10	Paint – Each Directional Arrows - Single						
9	25	Thermoplastic – each Directional Arrows - Single						
10.	50	Paint – each Directional Arrows - Double						
11.	25	Thermoplastic – each Directional Arrows - Double						
12.	50	Paint – each "Only" Markings						
13.	17	Thermoplastic – each "Only" Markings						
14.	33	Paint – each "School" Markings						
15.	17	Thermoplastic – each "School" Markings						
16.	33	Paint – each Handicap Logo						
17.	17	Thermoplastic – each Handicap Logo						
18.	33	Paint – each						
		Subtotal 1:		ear 1 to 8/14/15		. Yr. 2 to 8/14/16	Opt	. Yr. 3
NI-	F-1 01	Item Description	Unit	Total	Unit	Total	Unit	Total
No.	Est. Qty	Unit Price written in words	Price	Amt	Price	Amt	Price	Amt
19.	67,000	4" Yellow (center & edge lines) Thermoplastic – Linear Feet						
20.	140,000	4" Yellow (center & edge lines) Paint – Linear Feet 12" Yellow (gore lines)						
21.	333	Thermoplastic – Linear Feet 12" Yellow (gore lines)						
22.	667	Paint – Linear Feet						
23.	100	Bicycle Symbols Paint – Each						

		Bicycle Symbols				
24.	100	Thermoplastic – Each				
		Bicycle Symbols				
25.	100	Pre-formed – Each				
		Bicycle Shared Lane Symbols				
26.	50	Paint – Each				
		Bicycle Shared Lane Symbols				
27.	50	Pre-formed – Each				
		Grinding Pavement				
28.	500	Linear Feet				
		No Parking,				
29.		Linear Feat Thermoplastic				
		Fire Lane,				
29.		Linear Feat Thermoplastic				
30.		Stop Line				
0.4		Linear Feat Thermoplastic				
31.		No Parking,				
20		Linear Feat Paint				
32.		Fire Lane, Linear Feat Paint				
33.						
<i>აა</i> .		Stop Line Linear Feat Paint				
34.		Green Paint Epoxy Manufactured				
J 4 .		expressly for Bike Lane Coloring				
		Price per Square Foot (See attached				
		Spec for the required paint).				
		1 2 2 2 1 2 2 1 2 7		1		
		Subtotal 2:				
		Add Subtotal 1:				
		Total Association				
		Total Annual Price:				

Name of Company:	
Submitted By:	
Phone:	_ Fax:
Date:	

FORMS

Rev. 08/01/12

Form:____
Contract Number:

Signature: _



Non-Collusion Form and Tax Compliance Certification

<u>Instructions</u>: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Individual Submitted Bid or Proposal)
Duly Authorized
Name of Business or Entity:
Date:
B. TAX COMPLIANCE CERTIFICATION
Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).
Signature:
Signature:(Duly Authorized Representative of Vendor)
Name of Business or Entity:
Social Security Number or Federal Tax ID#:
Date:

Online at: www.somervillema.gov/purchasing

Form:____
Contract Number:_____



Certificate of Authority (Corporations Only)

	(Corporations Only	y)
<u>Instr</u>	ructions: Complete this form and sign and date	where indicated below.
1. I h	ereby certify that I, the undersigned, am the duly e	lected Clerk/Secretary of
	(Insert Full Name of Co	prporation)
2. I h	ereby certify that the following individual(Insert the Name of Officer who	Signed the Contract and Bonds)
is t	the duly elected(Insert the Title of the Officer in	of said Corporation. Line 2)
3. I ł	hereby certify that on	
	(Insert Date: Must be on or before Date	Officer Signed Contract/Bonds)
	a duly authorized meeting of the Board of Director orum was present, it was voted that	s of said corporation, at which a
	(Insert Name of Officer from Line 2) (Insert	Title of Officer from Line 2)
	of this corporation be and hereby is authorized to deliver contracts and bonds in the name and on the affix its Corporate Seal thereto, and such execut in this corporation's name and on its behalf, with shall be valid and binding upon this corporation; been amended or rescinded and remains in full forth below.	behalf of said corporation, and ion of any contract of obligation h or without the Corporate Seal, and that the above vote has not
4.	ATTEST:	
	Signature:	AFFIX CORPORATE SEAL HERE
	(Clerk or Secretary) Printed Name:	
	Printed Title:	
	Date:(Date Must Be on or after Date Officer	Signed Contract/Bonds)



Certificate of Authority (Limited Liability Companies Only)				
<u>Instructions</u> : Complete this form and sig	gn and date where indicated below.			
1. I, the undersigned, being a member or m	anager of			
(Complete Name of Lin	mited Liability Company)			
a limited liability company (LLC) hereby copurpose of contracting with the City of Som				
2. The LLC is organized under the laws of	the state of:			
3. The LLC is managed by (check one) a	Manager or by its Members.			
 other legally binding docume on behalf of the LLC; duly authorized to do and pe appropriate to carry out the tof the LLC; and 				
<u>Name</u>	<u>Title</u>			
5. Signature: Printed Name:				
Printed Title:				
Date:				

Online at: www.somervillema.gov/purchasing

SIGNATURE FORM

NAME OF COMPANY:
ADDRESS:
TELEPHONE #:FAX #
DATE:EMAIL:
SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:
TITLE:
RESIDENCE:
IF COMPANY IS A PARTNERSHIP:
FULL NAME AND RESIDENCE OF EACH PARTNER:
IF COMPANY IS A CORPORATION:
THE CORPORATE NAME IS:
THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:
THE PRESIDENT IS:
THE TREASURER IS:
THE CLERK/SECRETARY IS:
NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:
NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:
NAME:TITLE:
NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:



JOSEPH A. CURTATONE MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

TIN	
Signature	_
Printed Name of Person signing	
Company	



Rev. 06/10/14



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq*.

<u>Instructions</u>: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

<u>Purpose:</u> The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

<u>Definition of "Living Wage":</u> For this contract or subcontract, as of 7/1/2014 "Living Wage" shall be deemed to be an hourly wage of no less than \$12.05 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

- 1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
- 2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
- 3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

Online at: www.somervillema.gov/purchasing Page 1 of 3

^{*}Copies of the Ordinance are available upon request to the Purchasing Department.

Form: Contract Number:	CITY OF SOMERVILLE	Rev. 06/10/14
security returns, and evide contracting City Departme	ence of payment thereof and such other of the form time to time.	data as may be required by the
information of possible no Ordinance, the undersigne the work site, to interview	ubmit payroll records to the City upon rencompliance with the provisions the Sord shall permit City representatives to obtain employees, and to examine the books and to determine payment of wages.	omerville Living Wage oserve work being performed at
	not fund wage increases required by the e health insurance benefits of any of its e	
	that the penalties and relief set forth in tion to the rights and remedies set forth	
CERTIFIED BY:		
Signature:(Duly	Authorized Representative of Vendor	•)
Title:		
Name of Vendor:		

Online at: www.somervillema.gov/purchasing

Form:	CITY OF SOMERVILLE	Rev. 06/10/14
Contract Number:		

INSTRUCTIONS: PLEASE POST

NOTICE TO ALL EMPLOYEES REGARDING PAYMENT OF LIVING WAGE

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of **7/1/2014** is **\$12.05** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

Online at: www.somervillema.gov/purchasing Page 3 of 3

III. Quality Requirements

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

	QUALITY REQUIREMENTS	YES	NO
1.	Does the Bidder have at least 5 years of municipal line painting experience?		
2.	Is the contractor able to meet the requirements set forth in line bid package?		
3.	Is the vendor able to meet the response time as indicated in the bid package?		
	Can the vendor certify that all employees to be provided, have successfully completely at least ten (10) hours of OSHA approved training in Construction Safety and Health?		
	Optional:		
4.	Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

In order to provide verification of affirmative responses to items 1, 2 and 3 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

Bid pricing sheet

			10/01	ar 1 ./08 to 0/09	10/1/	Yr. 2 09 to 0/10	Opt. 10/1/10 9/30/11	Yr. 3 to
No. Est. Qty		Item Description Unit Price written in words	Unit Price	Total Amt	Unit Price	Total Amt	Unit Price	Total Amt
1.	67,000	12" (stop bars & Ladder crosswalk) Thermoplastic – Linear Feet						
		12" white (stop bars & ladder crosswalk) Paint – Linear Feet						
2.	133,00 0							
3.	667	6" white (gore lines) Thermoplastic – Linear Feet						
4.	1,333	6" white (gore lines) Paint – Linear Feet						
5.	15,000	4" White (lane lines & parking stalls) Thermoplastic – Linear Feet						
6.	30,000	4" White (lane lines & parking stalls) Paint – Linear Feet						
_		Silhouettes Thermoplastic – each						
7.	3	Silhouettes Paint – Each						
8.	10							
9	25	Directional Arrows - Single Thermoplastic – each						
10.	50	Directional Arrows - Single Paint – each						
10.	30	Directional Arrows - Double Thermoplastic – each						
11.	25	1						

12.	50	Directional Arrows - Double Paint – each						
12.	30	"Only" Markings Thermoplastic – each						
13.	17							
		"Only" Markings Paint – each						
14.	33							
15.	17	"School" Markings Thermoplastic – each						
16	33	"School" Markings Paint – each						
16.	33	Handicap Logo						
17.	17	Thermoplastic – each						
17.	17	Handicap Logo						
18.	33	Paint – each						
10.	33					1		1
		Subtotal 1:						
		Subtotal 1.	Vo	or 1	Ont	Vr 2	Ont	Vr 3
		Subtotal 1.	10/01	ar 1 /08 to 0/09	10/1	. Yr. 2 /09 to 80/10	Opt. 10/1/10 1 9/30/11	Yr. 3 to
No.	Est. Oty	Item Description Unit Price written in words	10/01	/08 to	10/1	/09 to	10/1/10	
	Qty	Item Description Unit Price written in words 4" Yellow (center & edge lines)	10/01 9/3 Unit	/08 to 0/09 Total	10/1 9/3 Unit	/09 to 80/10 Total	10/1/10 t 9/30/11 Unit	Total
No. 19.		Item Description Unit Price written in words 4" Yellow (center & edge	10/01 9/3 Unit	/08 to 0/09 Total	10/1 9/3 Unit	/09 to 80/10 Total	10/1/10 t 9/30/11 Unit	Total
	Qty	Item Description Unit Price written in words 4" Yellow (center & edge lines) Thermoplastic – Linear Feet 4" Yellow (center & edge	10/01 9/3 Unit	/08 to 0/09 Total	10/1 9/3 Unit	/09 to 80/10 Total	10/1/10 t 9/30/11 Unit	Total
	Qty	Item Description Unit Price written in words 4" Yellow (center & edge lines) Thermoplastic – Linear Feet	10/01 9/3 Unit	/08 to 0/09 Total	10/1 9/3 Unit	/09 to 80/10 Total	10/1/10 t 9/30/11 Unit	Total
19.	67,000 140,00	Item Description Unit Price written in words 4" Yellow (center & edge lines) Thermoplastic – Linear Feet 4" Yellow (center & edge lines) Paint – Linear Feet 12" Yellow (gore lines)	10/01 9/3 Unit	/08 to 0/09 Total	10/1 9/3 Unit	/09 to 80/10 Total	10/1/10 t 9/30/11 Unit	Total
19.	67,000 140,00	Item Description Unit Price written in words 4" Yellow (center & edge lines) Thermoplastic – Linear Feet 4" Yellow (center & edge lines) Paint – Linear Feet	10/01 9/3 Unit	/08 to 0/09 Total	10/1 9/3 Unit	/09 to 80/10 Total	10/1/10 t 9/30/11 Unit	Total
19.	67,000 140,00 0	Item Description Unit Price written in words 4" Yellow (center & edge lines) Thermoplastic – Linear Feet 4" Yellow (center & edge lines) Paint – Linear Feet 12" Yellow (gore lines) Thermoplastic – Linear Feet	10/01 9/3 Unit	/08 to 0/09 Total	10/1 9/3 Unit	/09 to 80/10 Total	10/1/10 t 9/30/11 Unit	Total
19.	67,000 140,00 0	Item Description Unit Price written in words 4" Yellow (center & edge lines) Thermoplastic – Linear Feet 4" Yellow (center & edge lines) Paint – Linear Feet 12" Yellow (gore lines) Thermoplastic – Linear Feet	10/01 9/3 Unit	/08 to 0/09 Total	10/1 9/3 Unit	/09 to 80/10 Total	10/1/10 t 9/30/11 Unit	Total
19. 20. 21.	Qty 67,000 140,00 0	Item Description Unit Price written in words 4" Yellow (center & edge lines) Thermoplastic – Linear Feet 4" Yellow (center & edge lines) Paint – Linear Feet 12" Yellow (gore lines) Thermoplastic – Linear Feet	10/01 9/3 Unit	/08 to 0/09 Total	10/1 9/3 Unit	/09 to 80/10 Total	10/1/10 t 9/30/11 Unit	Total

		Bicycle Symbols			
		Thermoplastic – Each			
24.	100				
		Bicycle Symbols			
		Pre-formed – Each			
25.	100				
		Bicycle Shared Lane Symbols			
_		Paint – Each			
26.	50				
		Bicycle Shared Lane Symbols			
25		Thermoplastic – Each			
27.	50				
		Bicycle Shared Lane Symbols			
20	50	Pre-formed – Each			
28.	50				
		Grinding Pavement			
20	500	Linear Feet			
29.	500				
		C-14-4-12.			
		Subtotal 2:			
		Add Subtotal 1:			
		Add Subtotal 1:			
		Total Annual Price:			
		Total Almuai Frice:			

Name of Company:		
Submitted By:		
Address:		
Phone:	Fax:	
Date:		

Prevailing Wages and Statement of Compliance

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEM	ENT OF COMPLIANCE
	, 20
I,	
(Name of signatory party) do hereby state:	(Title)
That I pay or supervise the	payment of the persons employed by
	on the
said project have been paid in accor	dy) (Building or project) ces, teamsters, chauffeurs and laborers employed on rdance with wages determined under the provisions of en of chapter one hundred and forty nine of the
S	ignature
т	Title

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM

								Check No. (H)				
(38)						(A×F)	Project Gross Wages (G)					
	nding:		Min. Wage Rate Sheet No.		ions	C+D+E)		Prev. Wage (F)				
Payroll No.:	Work Week Ending:	:	Min. Wage Ra	-	nefit Contribut			Unemp. (E)				
					"Employer" Hourly Fringe Benefit Contributions		ERISA	Pension Plan (D)				
	Tax Payer ID No.		cation:		'Employer'' Ha		Health & Welfare	Insurance (C)				
			Public Works Project Location:			ne in Landing Company	Hourly Base	Wage (B)			Section 1	
Phone No.:	Contract No:	i	Public Worl				Project Hours (A)		8000000000			
							Hours	Sa.				
						٠		F.				
							***************************************	Ę		1		
							Worked	We				
								Tu.	100 2.00			
			ject Name:		Vame:			Mo.				
ïs			Public Works Project		Subcontractor's Name:			Su				
Address:	 Title:		Public)		Subcon		Appr	Rate (%)			-	
								Work Classification:	-			
						\	<u>s</u>			Pariguage a monthly		
							Employee	OSHA 10 Certified (?)				
			me:		General / Prime Contractor's Name:			Employee Name & Complete Address				
ne:	nature:		ority's Nai		Contract			t & Complei		-		
Company's Name:	Employer's Signature:		Awarding Authority's Name:		ral / Prime			oyee Name			- Perfection	
Comp	Ē		Awan		Gene			Empl				

NOTE: Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date recieved by awarding authority	1 1



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

RACHEL KAPRIELIAN Secretary HEATHER E. ROWE Director

Awarding Authority:

City of Somerville

Contract Number:

City/Town: SOMERVILLE

Description of Work:

IFB 14-99 Bid is for a one year line painting and pavement markings contract with two, one year optional

renewals.

Job Location:

93 Highland Ave, Somerville, MA 02413

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: 06/20/2014 **Wage Request Number:** 20140619-047

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction					c nempto, mem	
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2014	\$32.40	\$9.41	\$8.80	\$0.00	\$50.61
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2014	\$32.40	\$9.91	\$8.80	\$0.00	\$51.11
	12/01/2014	\$32.40	\$9.91	\$9.33	\$0.00	\$51.64
	06/01/2015	\$32.75	\$9.91	\$9.33	\$0.00	\$51.99
	08/01/2015	\$32.75	\$10.41	\$9.33	\$0.00	\$52.49
	12/01/2015	\$32.75	\$10.41	\$10.08	\$0.00	\$53.24
	06/01/2016	\$33.25	\$10.41	\$10.08	\$0.00	\$53.74
	08/01/2016	\$33.25	\$10.91	\$10.08	\$0.00	\$54.24
	12/01/2016	\$33.25	\$10.91	\$10.89	\$0.00	\$55.05
(3 AXLE) DRIVER - EQUIPMENT	06/01/2014	\$32.47	\$9.41	\$8.80	\$0.00	\$50.68
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2014	\$32.47	\$9.91	\$8.80	\$0.00	\$51.18
	12/01/2014	\$32.47	\$9.91	\$9.33	\$0.00	\$51.71
	06/01/2015	\$32.82	\$9.91	\$9.33	\$0.00	\$52.06
	08/01/2015	\$32.82	\$10.41	\$9.33	\$0.00	\$52.56
	12/01/2015	\$32.82	\$10.41	\$10.08	\$0.00	\$53.31
	06/01/2016	\$33.32	\$10.41	\$10.08	\$0.00	\$53.81
	08/01/2016	\$33.32	\$10.91	\$10.08	\$0.00	\$54.31
	12/01/2016	\$33.32	\$10.91	\$10.89	\$0.00	\$55.12
(4 & 5 AXLE) DRIVER - EQUIPMENT	06/01/2014	\$32.59	\$9.41	\$8.80	\$0.00	\$50.80
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2014	\$32.59	\$9.91	\$8.80	\$0.00	\$51.30
	12/01/2014	\$32.59	\$9.91	\$9.33	\$0.00	\$51.83
	06/01/2015	\$32.94	\$9.91	\$9.33	\$0.00	\$52.18
	08/01/2015	\$32.94	\$10.41	\$9.33	\$0.00	\$52.68
	12/01/2015	\$32.94	\$10.41	\$10.08	\$0.00	\$53.43
	06/01/2016	\$33.44	\$10.41	\$10.08	\$0.00	\$53.93
	08/01/2016	\$33.44	\$10.91	\$10.08	\$0.00	\$54.43
	12/01/2016	\$33.44	\$10.91	\$10.89	\$0.00	\$55.24
ADS/SUBMERSIBLE PILOT	08/01/2013	\$84.21	\$9.80	\$18.17	\$0.00	\$112.18
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
AIR TRACK OPERATOR	06/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
LABORERS - ZONE 1	12/01/2014	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	06/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	12/01/2015	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	06/01/2016	\$37.85	\$7.30	\$12.70	\$0.00	\$57.85
	12/01/2016	\$37.85	\$7.30	\$12.70	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"	12/01/2010	ψ50.05	Ψ1.50	Ψ1 2 .70	40.00	ψυσ.συ
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 **Page 2 of 37**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE I	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
For apprentice rates see "Apprentice- LABORER"	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
For apprentice rates see "Apprentice- LABORER"	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
LABORERS - ZONE 1	12/01/2014	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	06/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	12/01/2015	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	06/01/2016	\$37.85	\$7.30	\$12.70	\$0.00	\$57.85
For apprentice rates see "Apprentice- LABORER"	12/01/2016	\$38.85	\$7.30	\$12.70	\$0.00	\$58.85
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

Apprentice - BOILERMAKER - Local 29

	ive Date -	01/01/2010			_	Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	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

Apprentice to Journeyworker Ratio:1:5

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 **Page 3 of 37**

							пешрюушен	
		FICIAL MASONRY (INCL. MASON	RY 02/01/2014	\$48.06	\$10.18	\$18.15	\$0.00	\$76.39
VATERPROO RICKLAYERS LO	,	OSTON)	08/01/2014	\$48.96	\$10.18	\$18.22	\$0.00	\$77.36
			02/01/2015	\$49.52	\$10.18	\$18.22	\$0.00	\$77.92
			08/01/2015	\$50.42	\$10.18	\$18.29	\$0.00	\$78.89
			02/01/2016	\$50.99	\$10.18	\$18.29	\$0.00	\$79.46
			08/01/2016	\$51.89	\$10.18	\$18.37	\$0.00	\$80.44
			02/01/2017	\$52.46	\$10.18	\$18.37	\$0.00	\$81.01
	Annre	ntice - BRICK/PLASTER/CEMENT	MASON - Local 3 Boston					
		ive Date - 02/01/2014				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50	\$24.03	\$10.18	\$18.15	\$0.00	\$52.36	
	2	60	\$28.84	\$10.18	\$18.15	\$0.00	\$57.17	
	3	70	\$33.64	\$10.18	\$18.15	\$0.00	\$61.97	
	4	80	\$38.45	\$10.18	\$18.15	\$0.00	\$66.78	
	5	90	\$43.25	\$10.18	\$18.15	\$0.00	\$71.58	
		ive Date - 08/01/2014		TT 1-1	ъ :	Supplemental	m . t p	
	Step	percent	Apprentice Base Wage		Pension	Unemployment	Total Rate	
	1	50	\$24.48	\$10.18	\$18.22	\$0.00	\$52.88	
	2	60	\$29.38	\$10.18	\$18.22	\$0.00	\$57.78	
	3	70	\$34.27	\$10.18	\$18.22	\$0.00	\$62.67	
	4	80	\$39.17	\$10.18	\$18.22	\$0.00	\$67.57	
	5	90	\$44.06	\$10.18	\$18.22	\$0.00	\$72.46	
	Notes:							
	Appre	entice to Journeyworker Ratio:1:5					'	
JLLDOZER/ PERATING ENG		ER/SCRAPER OCAL 4	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice	rates see	"Apprentice- OPERATING ENGINEERS"						
AISSON & U Borers - Fou		PINNING BOTTOM MAN	06/01/2014	\$35.20	\$7.30	\$12.90	\$0.00	\$55.40
DOKEKS - FOU	vDAIION	AND WAINIYE	12/01/2014	\$35.95	\$7.30	\$12.90	\$0.00	\$56.15
			06/01/2015	\$36.70	\$7.30	\$12.90	\$0.00	\$56.90
			12/01/2015	\$37.45	\$7.30	\$12.90	\$0.00	\$57.65
			06/01/2016	\$38.20	\$7.30	\$12.90	\$0.00	\$58.40
For annount:	rotes see	"Appropriate LADORED"	12/01/2016	\$39.20	\$7.30	\$12.90	\$0.00	\$59.40
		"Apprentice- LABORER" PINNING LABORER	07/01/001	02405	Φ 7 20	¢12.00	20.02	Φ <i>E</i> 4 2 5
		AND MARINE	06/01/2014		\$7.30 \$7.30	\$12.90 \$12.90	\$0.00	\$54.25
			12/01/2014		\$7.30	\$12.90 \$12.00	\$0.00	\$55.00
			06/01/2015		\$7.30 \$7.30	\$12.90 \$12.90	\$0.00	\$55.75 \$56.50
			12/01/2015		\$7.30 \$7.30		\$0.00 \$0.00	\$56.50 \$57.25
			06/01/2016 12/01/2016		\$7.30 \$7.30	\$12.90 \$12.90	\$0.00 \$0.00	\$57.25
			17/01/7016	3 338 05	\$ /.30	⊅1∠.9U	\$U.UU	\$58.25

Effective Date Base Wage Health

Classification

Supplemental

Unemployment

Pension

Total Rate

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 **Page 4 of 37**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
LABORERS - FOUNDATION AND MARINE	12/01/2014	\$34.80	\$7.30	\$12.90	\$0.00	\$55.00
	06/01/2015	\$35.55	\$7.30	\$12.90	\$0.00	\$55.75
	12/01/2015	\$36.30	\$7.30	\$12.90	\$0.00	\$56.50
	06/01/2016	\$37.05	\$7.30	\$12.90	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
ARBIDE CORE DRILL OPERATOR BORERS - ZONE 1	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE I	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER	03/01/2014	\$40.83	\$9.80	\$15.91	\$0.00	\$66.54
CARPENTERS -ZONE 1 (Metro Boston)	09/01/2014	\$41.85	\$9.80	\$15.91	\$0.00	\$67.56
	03/01/2015	\$42.87	\$9.80	\$15.91	\$0.00	\$68.58

Apprentice - CARPENTER - Zone 1 Metro Boston

Effect Step	ive Date -	03/01/2014	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$20.42	\$9.80	\$1.57	\$0.00	\$31.79
2	60		\$24.50	\$9.80	\$1.57	\$0.00	\$35.87
3	70		\$28.58	\$9.80	\$11.20	\$0.00	\$49.58
4	75		\$30.62	\$9.80	\$11.20	\$0.00	\$51.62
5	80		\$32.66	\$9.80	\$12.77	\$0.00	\$55.23
6	80		\$32.66	\$9.80	\$12.77	\$0.00	\$55.23
7	90		\$36.75	\$9.80	\$14.34	\$0.00	\$60.89
8	90		\$36.75	\$9.80	\$14.34	\$0.00	\$60.89
Effect	ive Date -	09/01/2014				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$20.93	\$9.80	\$1.57	\$0.00	\$32.30
2	60		\$25.11	\$9.80	\$1.57	\$0.00	\$36.48
3	70		\$29.30	\$9.80	\$11.20	\$0.00	\$50.30
4	75		\$31.39	\$9.80	\$11.20	\$0.00	\$52.39
5	80		\$33.48	\$9.80	\$12.77	\$0.00	\$56.05
6	80		\$33.48	\$9.80	\$12.77	\$0.00	\$56.05
7	90		\$37.67	\$9.80	\$14.34	\$0.00	\$61.81
8	90		\$37.67	\$9.80	\$14.34	\$0.00	\$61.81

Apprentice to Journeyworker Ratio:1:5

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 **Page 5 of 37**

Classification	lassification EMENT MASONRY/PLASTERING			Effective Da	te Base Wag	e Health	Pension	Supplemental Unemployment	Total Rat
			ING	01/01/2014	\$43.60	\$10.90	\$18.71	\$1.30	\$74.51
BRICKLAYERS LOC	CAL 3 (BOSTC)N)		07/01/2014	\$43.77	\$10.90	\$18.71	\$1.30	\$74.68
				01/01/2015	\$44.69	\$10.90	\$18.71	\$1.30	\$75.60
				07/01/2015	\$45.29	\$10.90	\$18.71	\$1.30	\$76.20
				01/01/2016	\$46.21	\$10.90	\$18.71	\$1.30	\$77.12
	Annrentic	e- CE	MENT MASONRY/PLASTE.	RING - Eastern Mass (B	oston)				
	Effective 1		01/01/2014	(Supplementa	.1	
		ercent		Apprentice Base Wage	Health	Pension	Unemploymer		
	1 5	0		\$21.80	\$10.90	\$12.21	\$1.30	9 \$46.21	
	2 6	0		\$26.16	\$10.90	\$13.71	\$1.30		
	3 6	5		\$28.34	\$10.90	\$14.71	\$1.30		
	4 7	0		\$30.52	\$10.90	\$15.71	\$1.30		
	5 7	5		\$32.70	\$10.90	\$16.71	\$1.30		
	6 8	0		\$34.88	\$10.90	\$17.71	\$1.30		
	7 9	0		\$39.24	\$10.90	\$18.71	\$1.30		
	Effective 1	Date -	07/01/2014				Supplementa	ıl	
	Step po	ercent		Apprentice Base Wage	Health	Pension	Unemploymer	t Total Rate	
	1 5	0		\$21.89	\$10.90	\$12.21	\$1.30	\$46.30	
	2 6	0		\$26.26	\$10.90	\$13.71	\$1.30	\$52.17	
	3 6	5		\$28.45	\$10.90	\$14.71	\$1.30	\$55.36	
	4 7	0		\$30.64	\$10.90	\$15.71	\$1.30	\$58.55	
	5 7	5		\$32.83	\$10.90	\$16.71	\$1.30	\$61.74	
	6 8	0		\$35.02	\$10.90	\$17.71	\$1.30	\$64.93	
	7 9	0		\$39.39	\$10.90	\$18.71	\$1.30	\$70.30	
	Notes:	eps 3,4 a	are 500 hrs. All other steps a	re 1,000 hrs.					
	Apprentic	e to Jou							
HAIN SAW O		t		06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
ABORERS - ZONE	E 1			12/01/2014		\$7.30	\$12.70	\$0.00	\$55.10
				06/01/2015		\$7.30	\$12.70	\$0.00	\$55.85
				12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
				06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
				12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice			ABORER" ETS/HEADING MACHINE	S 10/01/0010	0 0 4 1 4 0	#10.00	¢1/110	00.00	\$ (5.47
PERATING ENGI	NEERS LOCA	L 4		12/01/2013	3 \$41.49	\$10.00	\$14.18	\$0.00	\$65.67
For apprentice:			PERATING ENGINEERS"	12/01/2013	3 \$28.11	\$10.00	\$14.18	\$0.00	\$52.29
	NEERS LOCA			12,01,201	Ψ20.11	Ψ10.00	4	****	ψυ - ν

Issue Date: 06/20/2014 Wage Request Number: 20140619-047 Page 6 of 37

ELEADER (BRIDGE AINTERS LOCAL 35 - ZONI		01/01/2014	\$45.91	\$7.85	\$16.10	\$0.00	\$69.86
INTERDEDUCIE 30 ZONI		07/01/2014	\$46.76	\$7.85	\$16.10	\$0.00	\$70.71
		01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
		07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
		01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
		07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
		01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36
	DANTER I 125 BRIDG	CFC/TANKC					
	ntice - PAINTER Local 35 - BRIDG ive Date - 01/01/2014	jES/TANKS					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$22.96	\$7.85	\$0.00	\$0.00	\$30.81	
2	55	\$25.25	\$7.85	\$3.66	\$0.00	\$36.76	
3	60	\$27.55	\$7.85	\$3.99	\$0.00	\$39.39	
4	65	\$29.84	\$7.85	\$4.32	\$0.00	\$42.01	
5	70	\$32.14	\$7.85	\$14.11	\$0.00	\$54.10	
6	75	\$34.43	\$7.85	\$14.44	\$0.00	\$56.72	
7	80	\$36.73	\$7.85	\$14.77	\$0.00	\$59.35	
8	90	\$41.32	\$7.85	\$15.44	\$0.00	\$64.61	
Effecti	ve Date - 07/01/2014				Supplemental		
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	50	\$23.38	\$7.85	\$0.00	\$0.00	\$31.23	
2	55	\$25.72	\$7.85	\$3.66	\$0.00	\$37.23	
3	60	\$28.06	\$7.85	\$3.99	\$0.00	\$39.90	
4	65	\$30.39	\$7.85	\$4.32	\$0.00	\$42.56	
5	70	\$32.73	\$7.85	\$14.11	\$0.00	\$54.69	
6	75	\$35.07	\$7.85	\$14.44	\$0.00	\$57.36	
7	80	\$37.41	\$7.85	\$14.77	\$0.00	\$60.03	
8	90	\$42.08	\$7.85	\$15.44	\$0.00	\$65.37	
Notes:							
	Steps are 750 hrs.					į	
Appre	ntice to Journeyworker Ratio:1:1						
MO: ADZEMAN		06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
ORERS - ZONE 1		12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
		06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
_		12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
	'Apprentice- LABORER"						
MO: BACKHOE/LC <i>ORERS - ZONE 1</i>	DADER/HAMMER OPERATOR	06/01/2014		\$7.30	\$12.70	\$0.00	\$55.25
		12/01/2014		\$7.30	\$12.70	\$0.00	\$56.00
		06/01/2015		\$7.30	\$12.70	\$0.00	\$56.75
		12/01/2015	\$37.50	\$7.30	\$12.70	\$0.00	\$57.50

Wage Request Number:

20140619-047

Effective Date

Base Wage

Health

Pension

Classification

Issue Date: 06/20/2014

Supplemental

Unemployment

Total Rate

Page 7 of 37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BURNERS	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
LABORERS - ZONE I	12/01/2014	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	06/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
	12/01/2015	\$37.25	\$7.30	\$12.70	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"				010 T 0	****	
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	06/01/2014	\$35.25	\$7.30	\$12.70	\$0.00	\$55.25
	12/01/2014	\$36.00	\$7.30	\$12.70	\$0.00	\$56.00
	06/01/2015	\$36.75	\$7.30	\$12.70	\$0.00	\$56.75
For apprentice rates see "Apprentice- LABORER"	12/01/2015	\$37.50	\$7.30	\$12.70	\$0.00	\$57.50
DEMO: JACKHAMMER OPERATOR	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
LABORERS - ZONE I	12/01/2014	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	06/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$55.75 \$56.50
	12/01/2015	\$30.30	\$7.30	\$12.70	\$0.00	\$50.30 \$57.25
For apprentice rates see "Apprentice- LABORER"	12/01/2013	\$37.23	\$7.30	\$12.70	\$0.00	\$37.23
DEMO: WRECKING LABORER	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
LABORERS - ZONE 1	12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER	08/01/2013	\$56.14	\$9.80	\$18.17	\$0.00	\$84.11
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2014	\$58.24	\$9.80	\$18.17	\$0.00	\$86.21
	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
DIVER TENDER	08/01/2013	\$40.10	\$9.80	\$18.17	\$0.00	\$68.07
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
DIVER TENDER (EFFLUENT)	08/01/2013	\$60.15	\$9.80	\$18.17	\$0.00	\$88.12
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2014	\$62.40	\$9.80	\$18.17	\$0.00	\$90.37
	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
DIVER/SLURRY (EFFLUENT)	08/01/2013	\$84.21	\$9.80	\$18.17	\$0.00	\$112.18
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
DRAWBRIDGE OPERATOR (Construction)	03/01/2014	\$44.45	\$13.00	\$14.68	\$0.00	\$72.13
ELECTRICIANS LOCAL 103	09/01/2014	\$45.12	\$13.00	\$14.70	\$0.00	\$72.82
	03/01/2015	\$45.84	\$13.00	\$14.72	\$0.00	\$73.56
	09/01/2015	\$46.80	\$13.00	\$14.75	\$0.00	\$74.55
	03/01/2016	\$47.75	\$13.00	\$14.78	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"	05,01,2010	<i></i>				
ELECTRICIAN	03/01/2014	\$44.45	\$13.00	\$14.68	\$0.00	\$72.13
ELECTRICIANS LOCAL 103	09/01/2014	\$45.12	\$13.00	\$14.70	\$0.00	\$72.82
	03/01/2015	\$45.84	\$13.00	\$14.72	\$0.00	\$73.56
	09/01/2015	\$46.80	\$13.00	\$14.75	\$0.00	\$74.55
	03/01/2016	\$47.75	\$13.00	\$14.78		

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 **Page 8 of 37**

Pension

Step	percent 03/01/20	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Ra
1	40	\$17.78	\$13.00	\$0.53	\$0.00	\$31.3
2	40	\$17.78	\$13.00	\$0.53	\$0.00	\$31.3
3	45	\$20.00	\$13.00	\$11.04	\$0.00	\$44.0
4	45	\$20.00	\$13.00	\$11.04	\$0.00	\$44.0
5	50	\$22.23	\$13.00	\$11.37	\$0.00	\$46.6
6	55	\$24.45	\$13.00	\$11.70	\$0.00	\$49.1
7	60	\$26.67	\$13.00	\$12.03	\$0.00	\$51.7
8	65	\$28.89	\$13.00	\$12.37	\$0.00	\$54.2
9	70	\$31.12	\$13.00	\$12.69	\$0.00	\$56.8
10	75	\$33.34	\$13.00	\$13.03	\$0.00	\$59.3
Effecti	ive Date - 09/01/2	014			Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rat
1	40	\$18.05	\$13.00	\$0.54	\$0.00	\$31.5
2	40	\$18.05	\$13.00	\$0.54	\$0.00	\$31.5
3	45	\$20.30	\$13.00	\$11.05	\$0.00	\$44.3
4	45	\$20.30	\$13.00	\$11.05	\$0.00	\$44.3
5	50	\$22.56	\$13.00	\$11.38	\$0.00	\$46.9
6	55	\$24.82	\$13.00	\$11.71	\$0.00	\$49.5
7	60	\$27.07	\$13.00	\$12.04	\$0.00	\$52.1
8	65	\$29.33	\$13.00	\$12.38	\$0.00	\$54.7
9	70	\$31.58	\$13.00	\$12.71	\$0.00	\$57.2
10	75	\$33.84	\$13.00	\$13.05	\$0.00	\$59.8
Notes:		0/35/40/45/50/55/65/70/75/80				· — — —
		ker Ratio:2:3***				

Wage Request Number: 20140619-047 **Issue Date:** 06/20/2014 Page 9 of 37

	Step	ive Date - 01/01/2012 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Ra	ite
	1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.0	01
	2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.	59
	3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.8	33
	4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.4	46
	5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.	70
	Notes:	Steps 1-2 are 6 mos.; Steps 3-5 are 1 y	ear					
	Appre	entice to Journeyworker Ratio:1:1						-
LEVATOR C		UCTOR HELPER	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
For apprentice	e rates see '	"Apprentice - ELEVATOR CONSTRUCTOR"						
		AIL ERECTOR	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
ABORERS - ZON	E 1		12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
			06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
			12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
			06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
For apprentice	e rates see '	"Apprentice- LABORER"	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
	NST.PER	RSON-BLDG,SITE,HVY/HWY	05/01/2014	\$38.87	\$10.00	\$14.18	\$0.00	\$63.05
For apprentice	e rates see '	"Apprentice- OPERATING ENGINEERS"						
IELD ENG.P. PERATING ENG		CHIEF-BLDG,SITE,HVY/HWY OCAL 4	05/01/2014	\$40.29	\$10.00	\$14.18	\$0.00	\$64.47
For apprentice	e rates see '	"Apprentice- OPERATING ENGINEERS"						
IELD ENG.R PERATING ENG		SON-BLDG,SITE,HVY/HWY OCAL 4	05/01/2014	\$20.92	\$10.00	\$14.18	\$0.00	\$45.10
For apprentice	e rates see '	"Apprentice- OPERATING ENGINEERS"						
TRE ALARM		LLER	03/01/2014	\$44.45	\$13.00	\$14.68	\$0.00	\$72.13
LECTRICIANS L	JCAL 103		09/01/2014	\$45.12	\$13.00	\$14.70	\$0.00	\$72.82
			03/01/2015	\$45.84	\$13.00	\$14.72	\$0.00	\$73.56
			09/01/2015	\$46.80	\$13.00	\$14.75	\$0.00	\$74.55
	, .	IIA C DI ECTRICIANII	03/01/2016	\$47.75	\$13.00	\$14.78	\$0.00	\$75.53
		"Apprentice- ELECTRICIAN" D / MAINTENANCE			A	#12.02	Ф0.00	
INE ALAKM	KEFAIF	R / MAINTENANCE / COMMISSIONING <i>electricians</i>	03/01/2014		\$13.00	\$13.03	\$0.00	\$59.47
OCAL 103			09/01/2014		\$13.00	\$13.05	\$0.00	\$59.89
			03/01/2015		\$13.00	\$13.06	\$0.00	\$60.44
			09/01/2015		\$13.00	\$13.08	\$0.00	\$61.18
For apprentice	e rates see '	"Apprentice- TELECOMMUNICATIONS TECHN	03/01/2016 IICIAN"	\$35.81	\$13.00	\$13.10	\$0.00	\$61.91
IREMAN (AS	SST. EN	GINEER) OCAL 4	12/01/2013	\$33.76	\$10.00	\$14.18	\$0.00	\$57.94

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER	06/01/2014	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
ABORERS - ZONE 1	12/01/2014	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	06/01/2015	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	12/01/2015	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	06/01/2016	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
For apprentice rates see "Apprentice- LABORER"	12/01/2016	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE I	03/01/2014	\$39.87	\$9.80	\$16.96	\$0.00	\$66.63

	E ffecti Step	ve Date - 03/01/2014 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rat	te
_	1	50	\$19.94	\$9.80	\$1.79	\$0.00	\$31.5	
	2	55	\$21.93	\$9.80	\$1.79	\$0.00	\$33.5	
	3	60	\$23.92	\$9.80	\$11.59	\$0.00	\$45.3	
	4	65	\$25.92	\$9.80	\$11.59	\$0.00	\$47.3	
	5	70	\$27.91	\$9.80	\$13.38	\$0.00	\$51.0	
	6	75	\$29.90	\$9.80	\$13.38	\$0.00	\$53.0	
	7	80	\$31.90	\$9.80	\$15.17	\$0.00	\$56.8	
	8	85	\$33.89	\$9.80	\$15.17	\$0.00	\$58.8	
	Notes:	Steps are 750 hrs. ntice to Journeyworker Ratio:1:					 	
RK LIFT/CHE			12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.6
		Apprentice- OPERATING ENGINEERS"						
NEKA I OK/LI RATING ENGINE		NG PLANT/HEATERS OCAL 4	12/01/2013	\$28.11	\$10.00	\$14.18	\$0.00	\$52.2
For apprentice ra	tes see "	Apprentice- OPERATING ENGINEERS"						
,	SS PL	ANK/AIR BARRIER/INTERIOR	01/01/2014	\$41.20	\$7.85	\$16.10	\$0.00	\$65.1:
STEMS) Ziers local 35	(ZONE	1)	07/01/2014	\$42.05	5 \$7.85	\$16.10	\$0.00	\$66.0
adrio do cale 33	(LONE	•/	01/01/2015	\$42.95	5 \$7.85	\$16.10	\$0.00	\$66.9
			07/01/2015	\$43.85	\$7.85	\$16.10	\$0.00	\$67.8
			01/01/2016	\$44.80	\$7.85	\$16.10	\$0.00	\$68.7
			07/01/2016	\$45.75	5 \$7.85	\$16.10	\$0.00	\$69.7

 Issue Date:
 06/20/2014
 Wage Request Number:
 20140619-047
 Page 11 of 37

	tive Date - 01/01/2014				Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50	\$20.60	\$7.85	\$0.00	\$0.00	\$28.45
2	55	\$22.66	\$7.85	\$3.66	\$0.00	\$34.17
3	60	\$24.72	\$7.85	\$3.99	\$0.00	\$36.56
4	65	\$26.78	\$7.85	\$4.32	\$0.00	\$38.95
5	70	\$28.84	\$7.85	\$14.11	\$0.00	\$50.80
6	75	\$30.90	\$7.85	\$14.44	\$0.00	\$53.19
7	80	\$32.96	\$7.85	\$14.77	\$0.00	\$55.58
8	90	\$37.08	\$7.85	\$15.44	\$0.00	\$60.37
		\$37.08	\$7.85	\$15.44	\$0.00	\$60.37
Effect	tive Date - 07/01/2014				Supplemental	
		\$37.08 Apprentice Base Wage		\$15.44 Pension		\$60.37 Total Rate
Effect	tive Date - 07/01/2014				Supplemental	
Effect Step	tive Date - 07/01/2014 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Effect Step	percent 50	Apprentice Base Wage \$21.03	Health \$7.85	Pension \$0.00	Supplemental Unemployment \$0.00	Total Rate
Effect Step 1 2	percent 07/01/2014 50 55	Apprentice Base Wage \$21.03 \$23.13	Health \$7.85 \$7.85	Pension \$0.00 \$3.66	Supplemental Unemployment \$0.00 \$0.00	Total Rate \$28.88 \$34.64
Effect Step 1 2 3	percent 50 55 60	\$21.03 \$23.13 \$25.23	Health \$7.85 \$7.85 \$7.85	Pension \$0.00 \$3.66 \$3.99	Supplemental Unemployment \$0.00 \$0.00 \$0.00	Total Rate \$28.88 \$34.64 \$37.07
Step 1 2 3 4	50 55 60 65	\$21.03 \$23.13 \$25.23 \$27.33	### Health \$7.85 \$7.85 \$7.85 \$7.85 \$7.85	\$0.00 \$3.66 \$3.99 \$4.32	Supplemental Unemployment \$0.00 \$0.00 \$0.00 \$0.00	Total Rate \$28.88 \$34.64 \$37.07 \$39.50
Effect Step 1 2 3 4 5	50 55 60 65 70	\$21.03 \$23.13 \$25.23 \$27.33 \$29.44	Health \$7.85 \$7.85 \$7.85 \$7.85 \$7.85	Pension \$0.00 \$3.66 \$3.99 \$4.32 \$14.11	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Total Rate \$28.88 \$34.64 \$37.07 \$39.50 \$51.40

Apprentice to Journeyworker Ratio:1:1

Steps are 750 hrs.

HOISTING ENGINEER/CRANES/GRADALLS

OPERATING ENGINEERS LOCAL 4

12/01/2013 \$40.49 \$10.00 \$14.18 \$0.00 \$64.67

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 **Page 12 of 37**

		ntice - <i>OPERATING ENGINEER</i> ve Date - 12/01/2013	RS - Local 4					
	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total R	Rate
	1	55	\$22.27	\$10.00	\$0.00	\$0.00	\$32	2.27
	2	60	\$24.29	\$10.00	\$14.18	\$0.00	\$48	
	3	65	\$26.32	\$10.00	\$14.18	\$0.00	\$50	0.50
	4	70	\$28.34	\$10.00	\$14.18	\$0.00	\$52	2.52
	5	75	\$30.37	\$10.00	\$14.18	\$0.00	\$54	
	6	80	\$32.39	\$10.00	\$14.18	\$0.00	\$56	
	7	85	\$34.42	\$10.00	\$14.18	\$0.00	\$58	
	8	90	\$36.44	\$10.00	\$14.18	\$0.00	\$60	
	Notes:							
	Annrei	ntice to Journeyworker Ratio:1:						
HVAC (DUCTV	WORK)		02/01/2014	\$42.76	\$9.82	\$19.74	\$2.17	\$74.49
SHEETMETAL WOR	RKERS LC	OCAL 17 - A	08/01/2014			\$19.74	\$2.17	\$75.34
			02/01/2015	\$44.51	\$9.82	\$19.74	\$2.17	\$76.24
			08/01/2015	\$45.51	\$9.82	\$19.74	\$2.17	\$77.24
			02/01/2016	\$46.51	\$9.82	\$19.74	\$2.17	\$78.24
			08/01/2016	\$47.66	\$9.82	\$19.74	\$2.17	\$79.39
			02/01/2017	7 \$48.76	\$9.82	\$19.74	\$2.17	\$80.49
			08/01/2017	7 \$49.86	\$9.82	\$19.74	\$2.17	\$81.59
For appropriate	matas saa !!	Apprentice- SHEET METAL WORKER"	02/01/2018	\$51.01	\$9.82	\$19.74	\$2.17	\$82.74
HVAC (ELECT:			02/01/201	1 04445	¢12.00	\$14.60		Ф72 12
ELECTRICIANS LO		CONTROLS	03/01/2014			\$14.68 \$14.70	\$0.00	\$72.13
			09/01/2014			\$14.70 \$14.72	\$0.00	\$72.82
			03/01/2015			\$14.72 \$14.75	\$0.00 \$0.00	\$73.56
			09/01/2015			\$14.73	\$0.00	\$74.55 \$75.52
For apprentice r	rates see "	Apprentice- ELECTRICIAN"	03/01/2016	5 \$47.75	\$13.00	\$14.76	\$0.00	\$75.53
		BALANCING - AIR)	02/01/2014	\$42.76	\$9.82	\$19.74	\$2.17	\$74.49
SHEETMETAL WOR	RKERS LC	OCAL 17 - A	08/01/2014			\$19.74	\$2.17	\$75.34
			02/01/2015	5 \$44.51	\$9.82	\$19.74	\$2.17	\$76.24
			08/01/2015	\$45.51	\$9.82	\$19.74	\$2.17	\$77.24
			02/01/2016	\$46.51	\$9.82	\$19.74	\$2.17	\$78.24
			08/01/2016	\$47.66	\$9.82	\$19.74	\$2.17	\$79.39
			02/01/2017	7 \$48.76	\$9.82	\$19.74	\$2.17	\$80.49
			08/01/2017	\$49.86	\$9.82	\$19.74	\$2.17	\$81.59
_			02/01/2018	\$51.01	\$9.82	\$19.74	\$2.17	\$82.74
		Apprentice- SHEET METAL WORKER" D BALANCING -WATER)	03/01/2013	3 \$49.34	\$8.75	\$14.39	\$0.00	\$72.48
PIPEFITTERS LOCA		· - · · ·	05/01/2013	, p+7.34	φο./ <i>3</i>	φ17.3/	ψυ.υυ	ψ/4.40
For apprentice i	rates see "	Apprentice- PIPEFITTER" or "PLUMBER	/PIPEFITTER"					

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

Apprentice -	ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston
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IRONWORKERS LOCAL 7 (BOSTON AREA)

Effect	ive Date - 09/01/2013				Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50	\$21.06	\$10.95	\$9.00	\$0.00	\$41.01
2	60	\$25.27	\$10.95	\$9.62	\$0.00	\$45.84
3	70	\$29.48	\$10.95	\$10.24	\$0.00	\$50.67
4	80	\$33.69	\$10.95	\$10.86	\$0.00	\$55.50
Effect	ive Date - 09/01/2014				Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50	\$22.06	\$10.95	\$9.00	\$0.00	\$42.01
2	60	\$26.47	\$10.95	\$9.62	\$0.00	\$47.04
3	70	\$30.88	\$10.95	\$10.24	\$0.00	\$52.07
4	80	\$35.29	\$10.95	\$10.86	\$0.00	\$57.10
Notes						
	Steps are 1 year					
Appre	ntice to Journeyworker Ratio:	1:4				
RONWORKER/WEL	DER	03/16/2014	\$41.	19 \$7.70	\$19.25	\$0.00 \$68.14

Issue Date: 06/20/2014 Wage Request Number: 20140619-047 Page 14 of 37

For apprentice rates see "Apprentice- LABORER"

LABORER

LABORERS - ZONE 1

\$12.70

\$12.70

\$12.70

\$12.70

\$12.70

\$12.70

\$12.70

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$58.35

\$54.10

\$54.85

\$55.60

\$56.35

\$57.10

\$58.10

12/01/2016

06/01/2014

12/01/2014

06/01/2015

12/01/2015

06/01/2016

12/01/2016

\$38.35

\$34.10

\$34.85

\$35.60

\$36.35

\$37.10

\$38.10

\$7.30

\$7.30

\$7.30

\$7.30

\$7.30

\$7.30

\$7.30

Issue Date: 06/20/2014 Wage Request Number: 20140619-047 Page 15 of 37

	Step	ve Date - 06/01/2014 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	60	\$20.46	\$7.30	\$12.70	\$0.00	\$40.46	
	2	70	\$23.87	\$7.30	\$12.70	\$0.00	\$43.87	
	3	80	\$27.28	\$7.30	\$12.70	\$0.00	\$47.28	
	4	90	\$30.69	\$7.30	\$12.70	\$0.00	\$50.69	
	Effecti	ve Date - 12/01/2014				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	60	\$20.91	\$7.30	\$12.70	\$0.00	\$40.91	
	2	70	\$24.40	\$7.30	\$12.70	\$0.00	\$44.40	
	3	80	\$27.88	\$7.30	\$12.70	\$0.00	\$47.88	
	4	90	\$31.37	\$7.30	\$12.70	\$0.00	\$51.37	
	Notes:							
	Appre	ntice to Journeyworker Ratio:	1:5					
		TER TENDER	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
BORERS - ZONE	1		12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.83
			06/01/2015		\$7.30	\$12.70	\$0.00	\$55.60
			12/01/2015		\$7.30	\$12.70	\$0.00	\$56.3
			06/01/2016		\$7.30	\$12.70	\$0.00	\$57.1
			12/01/2016		\$7.30	\$12.70	\$0.00	\$58.1
For apprentice	rates see "	'Apprentice- LABORER"						
		FINISHER TENDER	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
BORERS - ZONE	I		12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.8
			06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
			12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.3
			06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
			12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.1
•••		Apprentice- LABORER"	401 IED					
ABORER: HA <i>BORERS - ZONE</i>		OUS WASTE/ASBESTOS REN	MOVER 06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.23
20.12			12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
			06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.7
For ant:	motos "	Appropriate LADORER!	12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
ABORER: MA		'Apprentice- LABORER"				010.7 0	Ф0.00	Φ
BORERS - ZONE		ENDER	06/01/2014		\$7.30	\$12.70	\$0.00	\$54.3
			12/01/2014			\$12.70	\$0.00	\$55.1
			06/01/2015		\$7.30	\$12.70	\$0.00	\$55.8
			12/01/2015		\$7.30	\$12.70	\$0.00	\$56.6
			06/01/2016			\$12.70	\$0.00	\$57.3
			12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.33

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
LABORERS - ZONE I	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
LABORERS - ZONE 1	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
This classification applies to all tree work associated with the remove a utility company for the purpose of operation, maintenance or repair	2 ,				s not done for	
LASER BEAM OPERATOR	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS	02/01/2014	\$36.66	\$10.18	\$16.83	\$0.00	\$63.67
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2014	\$37.37	\$10.18	\$16.90	\$0.00	\$64.45
	02/01/2015	\$37.82	\$10.18	\$16.90	\$0.00	\$64.90
	08/01/2015	\$38.53	\$10.18	\$16.97	\$0.00	\$65.68
	02/01/2016	\$38.98	\$10.18	\$16.97	\$0.00	\$66.13
	08/01/2016	\$39.68	\$10.18	\$17.05	\$0.00	\$66.91
	02/01/2017	\$40.14	\$10.18	\$17.05	\$0.00	\$67.37

 Issue Date:
 06/20/2014
 Wage Request Number:
 20140619-047
 Page 17 of 37

Pension

Apprentice -	MARBLE & TILE FINISHER - Local 3 Marble & Tile
Effective Date	- 02/01/2014

1 50 \$18.33 \$10.18 \$16.83 \$0.00 \$45.34 2 60 \$22.00 \$10.18 \$16.83 \$0.00 \$49.01 3 70 \$25.66 \$10.18 \$16.83 \$0.00 \$52.67 4 80 \$29.33 \$10.18 \$16.83 \$0.00 \$56.34 5 90 \$32.99 \$10.18 \$16.83 \$0.00 \$60.00 Effective Date - 08/01/2014 Step percent Apprentice Base Wage Health Pension Unemployment Unemployment Total Rate 1 50 \$18.69 \$10.18 \$16.90 \$0.00 \$45.77 2 60 \$22.42 \$10.18 \$16.90 \$0.00 \$49.50 3 70 \$26.16 \$10.18 \$16.90 \$0.00 \$53.24 4 80 \$29.90 \$10.18 \$16.90 \$0.00 \$56.98	Step	percent	02/01/2011	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
2 60 \$22.00 \$10.18 \$16.83 \$0.00 \$49.01 3 70 \$25.66 \$10.18 \$16.83 \$0.00 \$52.67 4 80 \$29.33 \$10.18 \$16.83 \$0.00 \$56.34 5 90 \$32.99 \$10.18 \$16.83 \$0.00 \$60.00 Effective Date - 08/01/2014 Step percent Apprentice Base Wage Health Pension Unemployment Total Rate 1 50 \$18.69 \$10.18 \$16.90 \$0.00 \$45.77 2 60 \$22.42 \$10.18 \$16.90 \$0.00 \$49.50 3 70 \$26.16 \$10.18 \$16.90 \$0.00 \$53.24 4 80 \$29.90 \$10.18 \$16.90 \$0.00 \$56.98								
3 70 \$25.66 \$10.18 \$16.83 \$0.00 \$52.67 \$29.33 \$10.18 \$16.83 \$0.00 \$556.34 \$5 90 \$32.99 \$10.18 \$16.83 \$0.00 \$60.00	-							
4 80 \$29.33 \$10.18 \$16.83 \$0.00 \$56.34 \$5 90 \$32.99 \$10.18 \$16.83 \$0.00 \$60.00 \$\$\$ Effective Date - 08/01/2014								
Size								
Effective Date - 08/01/2014 Step percent Apprentice Base Wage Health Pension Unemployment Total Rate 1 50 \$18.69 \$10.18 \$16.90 \$0.00 \$45.77 2 60 \$22.42 \$10.18 \$16.90 \$0.00 \$49.50 3 70 \$26.16 \$10.18 \$16.90 \$0.00 \$53.24 4 80 \$29.90 \$10.18 \$16.90 \$0.00 \$56.98								
Step percent Apprentice Base Wage Health Pension Unemployment Total Rate 1 50 \$18.69 \$10.18 \$16.90 \$0.00 \$45.77 2 60 \$22.42 \$10.18 \$16.90 \$0.00 \$49.50 3 70 \$26.16 \$10.18 \$16.90 \$0.00 \$53.24 4 80 \$29.90 \$10.18 \$16.90 \$0.00 \$56.98	3	90		\$32.99	\$10.18	\$16.83	\$0.00	\$60.00
Step percent Apprentice Base Wage Health Pension Unemployment Total Rate 1 50 \$18.69 \$10.18 \$16.90 \$0.00 \$45.77 2 60 \$22.42 \$10.18 \$16.90 \$0.00 \$49.50 3 70 \$26.16 \$10.18 \$16.90 \$0.00 \$53.24 4 80 \$29.90 \$10.18 \$16.90 \$0.00 \$56.98	Effecti	ive Date -	08/01/2014				Sunnlamental	
2 60 \$22.42 \$10.18 \$16.90 \$0.00 \$49.50 3 70 \$26.16 \$10.18 \$16.90 \$0.00 \$53.24 4 80 \$29.90 \$10.18 \$16.90 \$0.00 \$56.98	Step	percent		Apprentice Base Wage	Health	Pension		Total Rate
3 70 \$26.16 \$10.18 \$16.90 \$0.00 \$53.24 4 80 \$29.90 \$10.18 \$16.90 \$0.00 \$56.98	1	50		\$18.69	\$10.18	\$16.90	\$0.00	\$45.77
4 80 \$29.90 \$10.18 \$16.90 \$0.00 \$56.98	2	60		\$22.42	\$10.18	\$16.90	\$0.00	\$49.50
	3	70		\$26.16	\$10.18	\$16.90	\$0.00	\$53.24
5 90 \$33.63 \$10.18 \$16.90 \$0.00 \$60.71	4	80		\$29.90	\$10.18	\$16.90	\$0.00	\$56.98
	5	90		\$33.63	\$10.18	\$16.90	\$0.00	\$60.71
	110005							
Notes:								
	Appre	entice to Jo	urneyworker Ratio:1:3					

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

Wage Request Number: 20140619-047 **Issue Date:** 06/20/2014 Page 18 of 37

Pension

Apprentice to Journeyworker Ratio:1:5						
MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1)	04/01/2014	\$35.73	\$9.80	\$16.21	\$0.00	\$61.74
MILLWRIGHTS LOCAL 1121 - Zone 1	10/01/2014	\$36.68	\$9.80	\$16.21	\$0.00	\$62.69
	04/01/2015	\$37.64	\$9.80	\$16.21	\$0.00	\$63.65

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 **Page 19 of 37**

Pension

	Appre	ntice - MILLWRIGHT - Local	1121 Zone 1					
		ive Date - 04/01/2014				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	55	\$19.65	\$9.80	\$4.48	\$0.00	\$33.93	
	2	65	\$23.22	\$9.80	\$13.36	\$0.00	\$46.38	
	3	75	\$26.80	\$9.80	\$14.18	\$0.00	\$50.78	
	4	85	\$30.37	\$9.80	\$14.99	\$0.00	\$55.16	
	Effect	ive Date - 10/01/2014				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	55	\$20.17	\$9.80	\$4.48	\$0.00	\$34.45	
	2	65	\$23.84	\$9.80	\$13.36	\$0.00	\$47.00	
	3	75	\$27.51	\$9.80	\$14.18	\$0.00	\$51.49	
	4	85	\$31.18	\$9.80	\$14.99	\$0.00	\$55.97	
	Notes:							
		Steps are 2,000 hours						
	Appre	entice to Journeyworker Ratio:	1:5					
MORTAR M	IXER		06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
ABORERS - ZO	BORERS - ZONE 1		12/01/2014			\$12.70	\$0.00	\$55.10
			06/01/2015			\$12.70	\$0.00	\$55.85
			12/01/2015			\$12.70	\$0.00	\$56.60
			06/01/2016			\$12.70	\$0.00	\$57.35
			12/01/2016			\$12.70	\$0.00	\$58.35
For apprent	ice rates see	"Apprentice- LABORER"		,	*			•
OILER (OTH OPERATING EN		N TRUCK CRANES,GRADALI OCAL 4	LS) 12/01/2013	\$20.96	\$10.00	\$14.18	\$0.00	\$45.14
For apprent	ice rates see	'Apprentice- OPERATING ENGINEERS	5"					
OILER (TRU OPERATING EN		NES, GRADALLS) OCAL 4	12/01/2013	\$24.43	\$10.00	\$14.18	\$0.00	\$48.61
For apprent	ice rates see	"Apprentice- OPERATING ENGINEERS	S"					
OTHER POV OPERATING EN		VEN EQUIPMENT - CLASS II OCAL 4	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprent	ice rates see	"Apprentice- OPERATING ENGINEERS	5"					
PAINTER (B		,	01/01/2014	\$45.91	\$7.85	\$16.10	\$0.00	\$69.86
PAINTERS LOCA	AL 33 - ZON	Ľ I	07/01/2014	\$46.76	\$7.85	\$16.10	\$0.00	\$70.71
			01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
			07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
			01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
						01610	Φ0.00	Φ 7.4.41
			07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41

^{ital} Total Rate ment

Apprentice - PAINTER Local 35 - BRIDGES/TANK	S
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Effe	ective Date -	01/01/2014				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	50		\$22.96	\$7.85	\$0.00	\$0.00	\$30.81	
2	55		\$25.25	\$7.85	\$3.66	\$0.00	\$36.76	
3	60		\$27.55	\$7.85	\$3.99	\$0.00	\$39.39	
4	65		\$29.84	\$7.85	\$4.32	\$0.00	\$42.01	
5	70		\$32.14	\$7.85	\$14.11	\$0.00	\$54.10	
6	75		\$34.43	\$7.85	\$14.44	\$0.00	\$56.72	
7	80		\$36.73	\$7.85	\$14.77	\$0.00	\$59.35	
8	90		\$41.32	\$7.85	\$15.44	\$0.00	\$64.61	
Effe	ective Date -	07/01/2014				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	50		\$23.38	\$7.85	\$0.00	\$0.00	\$31.23	
2	55		\$25.72	\$7.85	\$3.66	\$0.00	\$37.23	
3	60		\$28.06	\$7.85	\$3.99	\$0.00	\$39.90	
4	65		\$30.39	\$7.85	\$4.32	\$0.00	\$42.56	
5	70		\$32.73	\$7.85	\$14.11	\$0.00	\$54.69	
6	75		\$35.07	\$7.85	\$14.44	\$0.00	\$57.36	
7	80		\$37.41	\$7.85	\$14.77	\$0.00	\$60.03	
8	90		\$42.08	\$7.85	\$15.44	\$0.00	\$65.37	
Not	es: Steps are	750 hrs.						
App	orentice to Jo	urneyworker Ratio:1:1						
PAINTER (SPRAY			01/01/2014	\$42.60	\$7.85	\$16.10	\$0.00	\$66.55
		painted are new constructio	n, 07/01/2014			\$16.10	\$0.00	\$67.40
NEW paint rate shall	de used.PAINT	TERS LOCAL 35 - ZONE I	01/01/2015			\$16.10	\$0.00	\$68.30
			07/01/2015	\$45.25	\$7.85	\$16.10	\$0.00	\$69.20
			01/01/2016	\$46.20	\$7.85	\$16.10	\$0.00	\$70.15
			07/01/2016	\$47.15	\$7.85	\$16.10	\$0.00	\$71.10
			01/01/2017	\$48.10	\$7.85	\$16.10	\$0.00	\$72.05

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 **Page 21 of 37**

Pension

Total Rate

Apprentice -	PAINTER Local 35 Zone 1 - Spray/Sandblast - New
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Eff	fective Date	- 01/01/2014				Supplemental		
Ste	p percer	t	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	50		\$21.30	\$7.85	\$0.00	\$0.00	\$29.15	
2	55		\$23.43	\$7.85	\$3.66	\$0.00	\$34.94	
3	60		\$25.56	\$7.85	\$3.99	\$0.00	\$37.40	
4	65		\$27.69	\$7.85	\$4.32	\$0.00	\$39.86	
5	70		\$29.82	\$7.85	\$14.11	\$0.00	\$51.78	
6	75		\$31.95	\$7.85	\$14.44	\$0.00	\$54.24	
7	80		\$34.08	\$7.85	\$14.77	\$0.00	\$56.70	
8	90		\$38.34	\$7.85	\$15.44	\$0.00	\$61.63	
Efi	fective Date	- 07/01/2014				Supplemental		
Ste	p percer	t	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	50		\$21.73	\$7.85	\$0.00	\$0.00	\$29.58	
2	55		\$23.90	\$7.85	\$3.66	\$0.00	\$35.41	
3	60		\$26.07	\$7.85	\$3.99	\$0.00	\$37.91	
4	65		\$28.24	\$7.85	\$4.32	\$0.00	\$40.41	
5	70		\$30.42	\$7.85	\$14.11	\$0.00	\$52.38	
6	75		\$32.59	\$7.85	\$14.44	\$0.00	\$54.88	
7	80		\$34.76	\$7.85	\$14.77	\$0.00	\$57.38	
8	90		\$39.11	\$7.85	\$15.44	\$0.00	\$62.40	
No	tes:							
į	Steps a	are 750 hrs.						
Ap	prentice to	Journeyworker Ratio:1:1						
AINTER (SPRAY		BLAST, REPAINT)	01/01/2014	\$40.66	\$7.85	\$16.10	\$0.00	\$64.61
HINTERS LOCAL 33 - A	ZONE I		07/01/2014	\$41.51	\$7.85	\$16.10	\$0.00	\$65.46
			01/01/2015	\$42.41	\$7.85	\$16.10	\$0.00	\$66.36
			07/01/2015	\$43.31	\$7.85	\$16.10	\$0.00	\$67.26
			01/01/2016	\$44.26	\$7.85	\$16.10	\$0.00	\$68.21
			07/01/2016	\$45.21	\$7.85	\$16.10	\$0.00	\$69.16
			01/01/2017	\$46.16	\$7.85	\$16.10	\$0.00	\$70.11

Issue Date: 06/20/2014 Wage Request Number: 20140619-047 Page 22 of 37

\$28.18

\$33.87

\$36.24

\$38.60

\$50.42

\$52.79

\$55.15

\$59.88

Total Rate

Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - Repaint 01/01/2014 **Effective Date -**Supplemental percent Apprentice Base Wage Health Pension Unemployment Step 1 50 \$20.33 \$7.85 \$0.00 \$0.002 55 \$22.36 \$7.85 \$3.66 \$0.003 60 \$24.40 \$7.85 \$3.99 \$0.00 4 65 \$26.43 \$7.85 \$4.32 \$0.00 5 70 \$28.46 \$7.85 \$14.11 \$0.00 6 75 \$30.50 \$7.85 \$0.00 \$14.44 7 80 \$32.53 \$7.85 \$14.77 \$0.00 8 90 \$36.59 \$7.85 \$15.44 \$0.0007/01/2014 Effective Date

Effect	ive Date - 0//01/2014				Supplemental		
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	50	\$20.76	\$7.85	\$0.00	\$0.00	\$28.61	
2	55	\$22.83	\$7.85	\$3.66	\$0.00	\$34.34	
3	60	\$24.91	\$7.85	\$3.99	\$0.00	\$36.75	
4	65	\$26.98	\$7.85	\$4.32	\$0.00	\$39.15	
5	70	\$29.06	\$7.85	\$14.11	\$0.00	\$51.02	
6	75	\$31.13	\$7.85	\$14.44	\$0.00	\$53.42	
7	80	\$33.21	\$7.85	\$14.77	\$0.00	\$55.83	
8	90	\$37.36	\$7.85	\$15.44	\$0.00	\$60.65	

Notes: Steps are 750 hrs.

Annrentice	to Jour	nevworke	r Ratio:	1:1

PAINTER (TRAFFIC MARKINGS)	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
LABORERS - ZONE 1	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) *	01/01/2014	\$41.20	\$7.85	\$16.10	\$0.00	\$65.15
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 1	07/01/2014	\$42.05	\$7.85	\$16.10	\$0.00	\$66.00
THE TO Putting the shall be used. A MATERIA EOCAL 33 - 201/L 1	01/01/2015	\$42.95	\$7.85	\$16.10	\$0.00	\$66.90
	07/01/2015	\$43.85	\$7.85	\$16.10	\$0.00	\$67.80
	01/01/2016	\$44.80	\$7.85	\$16.10	\$0.00	\$68.75
	07/01/2016	\$45.75	\$7.85	\$16.10	\$0.00	\$69.70
	01/01/2017	\$46.70	\$7.85	\$16.10	\$0.00	\$70.65

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 Page 23 of 37

Apprentice - PAINTER - Local 35 Zone 1 - BRUSH NEW

Pension

	Effecti	ve Date - 01/01/2014				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50	\$20.60	\$7.85	\$0.00	\$0.00	\$28.45	
	2	55	\$22.66	\$7.85	\$3.66	\$0.00	\$34.17	
	3	60	\$24.72	\$7.85	\$3.99	\$0.00	\$36.56	
	4	65	\$26.78	\$7.85	\$4.32	\$0.00	\$38.95	
	5	70	\$28.84	\$7.85	\$14.11	\$0.00	\$50.80	
	6	75	\$30.90	\$7.85	\$14.44	\$0.00	\$53.19	
	7	80	\$32.96	\$7.85	\$14.77	\$0.00	\$55.58	
	8	90	\$37.08	\$7.85	\$15.44	\$0.00	\$60.37	
	Effecti	ve Date - 07/01/2014				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50	\$21.03	\$7.85	\$0.00	\$0.00	\$28.88	
	2	55	\$23.13	\$7.85	\$3.66	\$0.00	\$34.64	
	3	60	\$25.23	\$7.85	\$3.99	\$0.00	\$37.07	
	4	65	\$27.33	\$7.85	\$4.32	\$0.00	\$39.50	
	5	70	\$29.44	\$7.85	\$14.11	\$0.00	\$51.40	
	6	75	\$31.54	\$7.85	\$14.44	\$0.00	\$53.83	
	7	80	\$33.64	\$7.85	\$14.77	\$0.00	\$56.26	
	8	90	\$37.85	\$7.85	\$15.44	\$0.00	\$61.14	
	Notes:							
		Steps are 750 hrs.						
	Appre	ntice to Journeyworker Ratio:1:1						
		RUSH, REPAINT)	01/01/2014	\$39.26	\$7.85	\$16.10	\$0.00	\$63.21
PAINTERS LOCAL .	33 - ZONE	5 I	07/01/2014	\$40.11	\$7.85	\$16.10	\$0.00	\$64.06
			01/01/2015	\$41.01	\$7.85	\$16.10	\$0.00	\$64.96
			07/01/2015	\$41.91	\$7.85	\$16.10	\$0.00	\$65.86
			01/01/2016	\$42.86	\$7.85	\$16.10	\$0.00	\$66.81
			07/01/2016	\$43.81	\$7.85	\$16.10	\$0.00	\$67.76
			01/01/2017	\$44.76	\$7.85	\$16.10	\$0.00	\$68.71

Apprentice - PAINTER Local 35 Zone 1 - BRUSH REPAINT

Effective Date Base Wage Health

Pension

Unemployment

Total Rate

	Step	ve Date - 01/01/2014	Apprentice Base Wage	Laclth	Pension	Supplemental Unemployment	Total Rate	
		percent						
	1	50	\$19.63	\$7.85	\$0.00	\$0.00	\$27.48	
	2	55	\$21.59	\$7.85	\$3.66	\$0.00	\$33.10	
	3	60	\$23.56	\$7.85	\$3.99	\$0.00	\$35.40	
	4	65	\$25.52	\$7.85	\$4.32	\$0.00	\$37.69	
	5	70	\$27.48	\$7.85	\$14.11	\$0.00	\$49.44	
	6	75	\$29.45	\$7.85	\$14.44	\$0.00	\$51.74	
	7	80	\$31.41	\$7.85	\$14.77	\$0.00	\$54.03	
	8	90	\$35.33	\$7.85	\$15.44	\$0.00	\$58.62	
	Effecti	ve Date - 07/01/2014				Supplemental		
	Step	percent	Apprentice Base Wage	e Health	Pension	Unemployment	Total Rate	
	1	50	\$20.06	\$7.85	\$0.00	\$0.00	\$27.91	
	2	55	\$22.06	\$7.85	\$3.66	\$0.00	\$33.57	
	3	60	\$24.07	\$7.85	\$3.99	\$0.00	\$35.91	
	4	65	\$26.07	\$7.85	\$4.32	\$0.00	\$38.24	
	5	70	\$28.08	\$7.85	\$14.11	\$0.00	\$50.04	
	6	75	\$30.08	\$7.85	\$14.44	\$0.00	\$52.37	
	7	80	\$32.09	\$7.85	\$14.77	\$0.00	\$54.71	
	8	90	\$36.10	\$7.85	\$15.44	\$0.00	\$59.39	
	Notes:							
		Steps are 750 hrs.						
	Appre	ntice to Journeyworker Ra	tio:1:1					
		UCKS DRIVER	06/01/20	14 \$32	2.23 \$9.41	\$8.80	\$0.00	\$50.44
AMSTERS JOIN	NT COUNC	IL NO. 10 ZONE A	08/01/20	14 \$32	2.23 \$9.91	\$8.80	\$0.00	\$50.94
			12/01/20	14 \$32	2.23 \$9.91	\$9.33	\$0.00	\$51.47
			06/01/20	15 \$32	2.58 \$9.91	\$9.33	\$0.00	\$51.82
			08/01/20	15 \$32	2.58 \$10.4	1 \$9.33	\$0.00	\$52.32
			12/01/20	15 \$32	2.58 \$10.4	1 \$10.08	\$0.00	\$53.07
			06/01/20	16 \$33	3.08 \$10.4	1 \$10.08	\$0.00	\$53.57
			08/01/20	16 \$33	3.08 \$10.9	1 \$10.08	\$0.00	\$54.07
			12/01/20	16 \$33	3.08 \$10.9	1 \$10.89	\$0.00	\$54.88
	OCK CO	NSTRUCTOR (UNDERPIN	NING AND 08/01/20	13 \$40	0.10 \$9.80	\$18.17	\$0.00	\$68.07
ECK) e driver lo	CAL 56 (7)	ONE 1)	08/01/20	14 \$41	.60 \$9.80	\$18.17	\$0.00	\$69.57
L DAIYER LO	CAL 30 (ZC	ин 1)	08/01/20	15 \$43	3.10 \$9.80	\$18.17	\$0.00	\$71.07
LE DRIVER			08/01/20		0.10 \$9.80		\$0.00	\$68.07
LE DRIVER LO	CAL 56 (ZC	DNE 1)	08/01/20		.60 \$9.80		\$0.00	\$69.57
			08/01/20		3.10 \$9.80		\$0.00	\$71.07

	tive Date - 08/01/2013				Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50	\$20.05	\$9.80	\$18.17	\$0.00	\$48.02
2	60	\$24.06	\$9.80	\$18.17	\$0.00	\$52.03
3	70	\$28.07	\$9.80	\$18.17	\$0.00	\$56.04
4	75	\$30.08	\$9.80	\$18.17	\$0.00	\$58.05
5	80	\$32.08	\$9.80	\$18.17	\$0.00	\$60.05
6	80	\$32.08	\$9.80	\$18.17	\$0.00	\$60.05
7	90	\$36.09	\$9.80	\$18.17	\$0.00	\$64.06
8	90	\$36.09	\$9.80	\$18.17	\$0.00	\$64.06
Effec	tive Date - 08/01/201	4			Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50	\$20.80	\$9.80	\$18.17	\$0.00	\$48.77
2	60	\$24.96	\$9.80	\$18.17	\$0.00	\$52.93
3	70	\$29.12	\$9.80	\$18.17	\$0.00	\$57.09
4	75	\$31.20	\$9.80	\$18.17	\$0.00	\$59.17
5	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
6	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
7	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41
8	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41
Notes	:					
i						
Appr	entice to Journeyworke	er Ratio:1:3				
TER & STEA	MFITTER	03/01/201	3 \$49	.34 \$8.75	\$14.39	\$0.00

Apprentice -	PIPEFITTER - Local	1537
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Apprentice - PILE DRIVER - Local 56 Zone 1

Effecti	ive Date -	03/01/2013				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	40		\$19.74	\$8.75	\$6.50	\$0.00	\$34.99
2	45		\$22.20	\$8.75	\$14.39	\$0.00	\$45.34
3	60		\$29.60	\$8.75	\$14.39	\$0.00	\$52.74
4	70		\$34.54	\$8.75	\$14.39	\$0.00	\$57.68
5	80		\$39.47	\$8.75	\$14.39	\$0.00	\$62.61
Notes:							

Apprentice to Journeyworker Ratio:**

** 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)

Classification			Effective Dat	te Base Wage	e Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER LABORERS - ZON			06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
ABOREKS - ZON	IE I		12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
			06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
			12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
			06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
For apprentic	e rates see	'Apprentice_I ARORER"	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER" PLUMBERS & GASFITTERS			03/01/2014	\$49.41	\$9.82	\$14.29	\$0.00	\$73.52
LUMBERS & GA	ASFITTERS	LOCAL 12	09/01/2014		\$9.82	\$14.29	\$0.00	\$74.52
			03/01/2015		\$9.82	\$14.29	\$0.00	\$75.52
			09/01/2015		\$9.82	\$14.29	\$0.00	\$76.52
			03/01/2016		\$9.82	\$14.29	\$0.00	\$77.67
			09/01/2016		\$9.82	\$14.29	\$0.00	\$78.72
			03/01/2017		\$9.82	\$14.29	\$0.00	\$79.72
	Effect	ntice - PLUMBER/GASFITTER - Love Date - 03/01/2014		HM	Description	Supplementa		
	Step	percent	Apprentice Base Wage		Pension	Unemploymen		
	1	35	\$17.29	\$9.82	\$5.33	\$0.00		
	2	40	\$19.76	\$9.82	\$6.02	\$0.00	\$35.60	
	3	55	\$27.18	\$9.82	\$8.08	\$0.00	\$45.08	
	4	65	\$32.12	\$9.82	\$9.47	\$0.00	\$51.41	
	5	75	\$37.06	\$9.82	\$10.85	\$0.00	\$57.73	
		ve Date - 09/01/2014		TT 14	ъ.	Supplementa		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemploymen	t Total Rate	
	1	35	\$17.64	\$9.82	\$5.33	\$0.00	\$32.79	
	2	40	\$20.16	\$9.82	\$6.02	\$0.00	\$36.00	
	3	55	\$27.73	\$9.82	\$8.08	\$0.00	\$45.63	
	4	65	\$32.77	\$9.82	\$9.47	\$0.00	\$52.06	
	5	75	\$37.81	\$9.82	\$10.85	\$0.00	\$58.48	
	Notes:	** 1:2; 2:6; 3:10; 4:14; 5:19/Steps a Step4 with lic\$54.58 Step5 with lic\$	560 90					
NEID (A TO C		ntice to Journeyworker Ratio:**						
NEUMATIC PEFITTERS LO		OLS (TEMP.)	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
		'Apprentice- PIPEFITTER" or "PLUMBER/PIF	PEFITTER"					
PNEUMATIC DRILL/TOOL OPERATOR ABORERS - ZONE 1			06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LONDRO - ZUN	1		12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
			06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
			12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
			06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
For appropri	a ratos sos	'Apprentice I ARODED"	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentic	ee rates see '	'Apprentice- LABORER"						

Issue Date: 06/20/2014 Wage Request Number: 20140619-047 Page 27 of 37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER	06/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
LABORERS - ZONE I	12/01/2014	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	06/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	12/01/2015	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	06/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
	12/01/2016	\$39.10	\$7.30	\$12.70	\$0.00	\$59.10
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.11	\$10.00	\$14.18	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10	05/01/2014	\$27.73	\$7.48	\$8.65	\$0.00	\$43.86
(Drivers Hired After 4/30/2010) TEAMSTERS LOCAL 25a	07/01/2014	\$27.73	\$7.73	\$8.65	\$0.00	\$44.11
	05/01/2015	\$27.88	\$7.73	\$8.92	\$0.00	\$44.53
	07/01/2015	\$27.88	\$7.98	\$8.92	\$0.00	\$44.78
	05/01/2016	\$28.03	\$7.98	\$9.31	\$0.00	\$45.32
	07/01/2016	\$28.03	\$8.23	\$9.31	\$0.00	\$45.57
	05/01/2017	\$28.18	\$8.23	\$9.72	\$0.00	\$46.13
	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER	05/01/2014	\$30.99	\$7.48	\$8.65	\$0.00	\$47.12
TEAMSTERS LOCAL 25a	07/01/2014	\$30.99	\$7.73	\$8.65	\$0.00	\$47.37
	05/01/2015	\$31.14	\$7.73	\$8.92	\$0.00	\$47.79
	07/01/2015	\$31.14	\$7.98	\$8.92	\$0.00	\$48.04
	05/01/2016	\$31.29	\$7.98	\$9.31	\$0.00	\$48.58
	07/01/2016	\$31.29	\$8.23	\$9.31	\$0.00	\$48.83
	05/01/2017	\$31.44	\$8.23	\$9.72	\$0.00	\$49.39
	07/01/2017	\$31.44	\$8.48	\$9.72	\$0.00	\$49.64
RECLAIMERS OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) CARPENTERS - ZONE 1 (Residential Wood)	04/01/2011	\$37.25	\$8.67	\$15.51	\$0.00	\$61.43
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies	05/01/2011	\$27.49	\$6.34	\$6.23	\$0.00	\$40.06

^{**} 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 1 (Residential Wood)

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 **Page 28 of 37**

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

	Effect	ive Date -	05/01/2011				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total	Rate
	1	60		\$16.49	\$6.34	\$0.00	\$0.00	\$2	22.83
	2	60		\$16.49	\$6.34	\$6.23	\$0.00	\$2	29.06
	3	65		\$17.87	\$6.34	\$6.23	\$0.00	\$3	30.44
	4	70		\$19.24	\$6.34	\$6.23	\$0.00	\$3	31.81
	5	75		\$20.62	\$6.34	\$6.23	\$0.00	\$3	33.19
	6	80		\$21.99	\$6.34	\$6.23	\$0.00	\$3	34.56
	7	85		\$23.37	\$6.34	\$6.23	\$0.00	\$3	35.94
	8	90		\$24.74	\$6.34	\$6.23	\$0.00	\$3	37.31
	Notes:	:							
	Appre	ntice to Jo	urneyworker Ratio:1:5						
RIDE-ON MOT		D BUGGY	OPERATOR	06/01/2014	\$34.3	5 \$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE	E 1			12/01/2014	\$35.1	0 \$7.30	\$12.70	\$0.00	\$55.10
				06/01/2015	\$35.8	\$5 \$7.30	\$12.70	\$0.00	\$55.85
				12/01/2015	\$36.6	50 \$7.30	\$12.70	\$0.00	\$56.60
				06/01/2016	\$37.3	5 \$7.30	\$12.70	\$0.00	\$57.35
				12/01/2016	\$38.3	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice									
ROLLER/SPRE OPERATING ENGI			NG MACHINE	12/01/2013	\$40.1	1 \$10.00	\$14.18	\$0.00	\$64.29
For apprentice	e rates see	"Apprentice-	OPERATING ENGINEERS"						
		Waterproof	ng &Roofer Damproofg)	02/01/2014	\$39.2	1 \$10.50	\$10.70	\$0.00	\$60.41
ROOFERS LOCAL	33			08/01/2014	\$40.1	1 \$10.50	\$10.70	\$0.00	\$61.31
				02/01/2015	\$41.0	1 \$10.50	\$10.70	\$0.00	\$62.21
				08/01/2015	\$41.9	1 \$10.50	\$10.70	\$0.00	\$63.11
				02/01/2016	\$42.8	\$10.50	\$10.70	\$0.00	\$64.01

Issue Date: 06/20/2014 Wage Request Number: 20140619-047 Page 29 of 37

Total Rate

Apprentice - ROOFER - Local 33

Pension

	Effecti	ve Date -	02/01/2014				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50		\$19.61	\$10.50	\$3.38	\$0.00	\$33.49	
	2	60		\$23.53	\$10.50	\$10.70	\$0.00	\$44.73	
	3	65		\$25.49	\$10.50	\$10.70	\$0.00	\$46.69	
	4	75		\$29.41	\$10.50	\$10.70	\$0.00	\$50.61	
	5	85		\$33.33	\$10.50	\$10.70	\$0.00	\$54.53	
	Effecti	ve Date -	08/01/2014				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50		\$20.06	\$10.50	\$3.38	\$0.00	\$33.94	
	2	60		\$24.07	\$10.50	\$10.70	\$0.00	\$45.27	
	3	65		\$26.07	\$10.50	\$10.70	\$0.00	\$47.27	
	4	75		\$30.08	\$10.50	\$10.70	\$0.00	\$51.28	
	5	85		\$34.09	\$10.50	\$10.70	\$0.00	\$55.29	
	Notes:		-10, the 1:10; Reroofing: 1:4						
		Step 1 is 2	-10, the 1:10; Reroofing: 1:2000 hrs.; Steps 2-5 are 1000						
	Appre	Step 1 is 2	2000 hrs.; Steps 2-5 are 1000		\$39.46	\$10.50	\$10.70	\$0.00	\$60.66
	Appre	Step 1 is 2	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:**) hrs.		\$10.50 \$10.50	\$10.70 \$10.70	\$0.00	\$60.66 \$61.56
	Appre	Step 1 is 2	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:**	02/01/2014	\$40.36				
	Appre	Step 1 is 2	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:**	02/01/2014 08/01/2014	\$40.36 \$41.26	\$10.50	\$10.70	\$0.00	\$61.56
OOFERS LOCAL	Appre	Step 1 is 2	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:** ST CONCRETE	0 hrs. 02/01/2014 08/01/2015 02/01/2015	\$40.36 \$41.26 \$42.16	\$10.50 \$10.50	\$10.70 \$10.70	\$0.00 \$0.00	\$61.56 \$62.46
OOFERS LOCAL For apprentice	Appre TE / TIL 33	Step 1 is 2 Intice to Jou E / PRECA	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:** ST CONCRETE	02/01/2014 08/01/2014 02/01/2015 08/01/2016	\$40.36 \$41.26 \$42.16 \$43.06	\$10.50 \$10.50 \$10.50 \$10.50	\$10.70 \$10.70 \$10.70 \$10.70	\$0.00 \$0.00 \$0.00 \$0.00	\$61.56 \$62.46 \$63.36 \$64.26
For apprentice HEETMETAL	Appre TE / TIL 33 rates see "	Step 1 is 2 ntice to Jou E / PRECA	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:** ST CONCRETE	02/01/2014 08/01/2015 02/01/2016 02/01/2016	\$40.36 \$41.26 \$42.16 \$43.06 \$42.76	\$10.50 \$10.50 \$10.50 \$10.50	\$10.70 \$10.70 \$10.70 \$10.70 \$19.74	\$0.00 \$0.00 \$0.00 \$0.00	\$61.56 \$62.46 \$63.36 \$64.26
For apprentice HEETMETAL	Appre TE / TIL 33 rates see "	Step 1 is 2 ntice to Jou E / PRECA	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:** ST CONCRETE	02/01/2014 08/01/2014 02/01/2015 08/01/2016	\$40.36 \$41.26 \$42.16 \$43.06 \$42.76 \$43.61	\$10.50 \$10.50 \$10.50 \$10.50 \$9.82 \$9.82	\$10.70 \$10.70 \$10.70 \$10.70	\$0.00 \$0.00 \$0.00 \$0.00	\$61.56 \$62.46 \$63.36 \$64.26 \$74.49 \$75.34
For apprentice HEETMETAL	Appre TE / TIL 33 rates see "	Step 1 is 2 ntice to Jou E / PRECA	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:** ST CONCRETE	02/01/2014 08/01/2014 02/01/2015 08/01/2016 02/01/2016 02/01/2014 08/01/2014	\$40.36 \$41.26 \$42.16 \$43.06 \$42.76 \$43.61 \$44.51	\$10.50 \$10.50 \$10.50 \$10.50	\$10.70 \$10.70 \$10.70 \$10.70 \$19.74	\$0.00 \$0.00 \$0.00 \$0.00 \$2.17 \$2.17	\$61.56 \$62.46 \$63.36 \$64.26
For apprentice HEETMETAL	Appre TE / TIL 33 rates see "	Step 1 is 2 ntice to Jou E / PRECA	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:** ST CONCRETE	02/01/2014 08/01/2015 02/01/2015 02/01/2016 02/01/2016 02/01/2014 08/01/2014 02/01/2015	\$40.36 \$41.26 \$42.16 \$43.06 \$42.76 \$43.61 \$44.51 \$45.51	\$10.50 \$10.50 \$10.50 \$10.50 \$9.82 \$9.82 \$9.82	\$10.70 \$10.70 \$10.70 \$10.70 \$19.74 \$19.74	\$0.00 \$0.00 \$0.00 \$0.00 \$2.17 \$2.17	\$61.56 \$62.46 \$63.36 \$64.26 \$74.49 \$75.34
For apprentice HEETMETAL	Appre TE / TIL 33 rates see "	Step 1 is 2 ntice to Jou E / PRECA	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:** ST CONCRETE	02/01/2012 08/01/2013 02/01/2013 02/01/2013 02/01/2014 02/01/2014 02/01/2013 08/01/2013	\$40.36 \$41.26 \$42.16 \$43.06 \$42.76 \$43.61 \$44.51 \$45.51 \$46.51	\$10.50 \$10.50 \$10.50 \$10.50 \$9.82 \$9.82 \$9.82 \$9.82	\$10.70 \$10.70 \$10.70 \$10.70 \$19.74 \$19.74 \$19.74	\$0.00 \$0.00 \$0.00 \$0.00 \$2.17 \$2.17 \$2.17	\$61.56 \$62.46 \$63.36 \$64.26 \$74.49 \$75.34 \$76.24
For apprentice HEETMETAL	Appre TE / TIL 33 rates see "	Step 1 is 2 ntice to Jou E / PRECA	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:** ST CONCRETE	02/01/2014 08/01/2014 02/01/2015 08/01/2016 02/01/2016 02/01/2014 08/01/2015 08/01/2015 08/01/2016	\$40.36 \$41.26 \$42.16 \$43.06 \$42.76 \$43.61 \$44.51 \$45.51 \$46.51 \$47.66	\$10.50 \$10.50 \$10.50 \$10.50 \$9.82 \$9.82 \$9.82 \$9.82 \$9.82	\$10.70 \$10.70 \$10.70 \$10.70 \$19.74 \$19.74 \$19.74 \$19.74	\$0.00 \$0.00 \$0.00 \$0.00 \$2.17 \$2.17 \$2.17 \$2.17	\$61.56 \$62.46 \$63.36 \$64.26 \$74.49 \$75.34 \$76.24 \$77.24
OOFERS LOCAL	Appre TE / TIL 33 rates see "	Step 1 is 2 ntice to Jou E / PRECA	2000 hrs.; Steps 2-5 are 1000 urneyworker Ratio:** ST CONCRETE	02/01/2014 08/01/2015 02/01/2015 08/01/2016 02/01/2016 02/01/2014 08/01/2015 08/01/2015 08/01/2016 08/01/2016	\$40.36 \$41.26 \$42.16 \$43.06 \$43.06 \$43.61 \$44.51 \$45.51 \$46.51 \$47.66 \$48.76	\$10.50 \$10.50 \$10.50 \$10.50 \$9.82 \$9.82 \$9.82 \$9.82 \$9.82 \$9.82 \$9.82	\$10.70 \$10.70 \$10.70 \$10.70 \$19.74 \$19.74 \$19.74 \$19.74 \$19.74	\$0.00 \$0.00 \$0.00 \$0.00 \$2.17 \$2.17 \$2.17 \$2.17 \$2.17 \$2.17	\$61.56 \$62.46 \$63.36 \$64.26 \$74.49 \$75.34 \$76.24 \$77.24 \$78.24 \$79.39

\$39.93

Effect	ive Date - 02/01/2014				Supplemental	
Step	percent	Apprentice Base Wage I	Health	Pension	Unemployment	Total Rate
1	40	\$17.10	\$9.82	\$4.28	\$0.00	\$31.20
2	40	\$17.10	\$9.82	\$4.28	\$0.00	\$31.20
3	45	\$19.24	\$9.82	\$8.70	\$1.13	\$38.89
4	45	\$19.24	\$9.82	\$8.70	\$1.13	\$38.89
5	50	\$21.38	\$9.82	\$9.49	\$1.22	\$41.91
6	50	\$21.38	\$9.82	\$9.74	\$1.23	\$42.17
7	60	\$25.66	\$9.82	\$11.05	\$1.40	\$47.93
8	65	\$27.79	\$9.82	\$11.84	\$1.48	\$50.93
9	75	\$32.07	\$9.82	\$13.41	\$1.66	\$56.96
10	85	\$36.35	\$9.82	\$14.48	\$1.82	\$62.47
Effect	ive Date - 08/01/2014				Supplemental	
Sten	narcant	Apprentice Rose Wage I	Haalth	Dancion	Unemployment	Total Data

Step	percent	00/01/2011	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40		\$17.44	\$9.82	\$4.28	\$0.00	\$31.54
2	40		\$17.44	\$9.82	\$4.28	\$0.00	\$31.54
3	45		\$19.62	\$9.82	\$8.70	\$1.13	\$39.27
4	45		\$19.62	\$9.82	\$8.70	\$1.13	\$39.27
5	50		\$21.81	\$9.82	\$9.49	\$1.22	\$42.34
6	50		\$21.81	\$9.82	\$9.74	\$1.23	\$42.60
7	60		\$26.17	\$9.82	\$11.05	\$1.40	\$48.44
8	65		\$28.35	\$9.82	\$11.84	\$1.48	\$51.49
9	75		\$32.71	\$9.82	\$13.41	\$1.66	\$57.60
10	85		\$37.07	\$9.82	\$14.48	\$1.82	\$63.19

Notes: Steps are 6 mos. Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR

Apprentice - SHEET METAL WORKER - Local 17-A

PAINTERS LOCAL 35 - ZONE 1

\$7.05 \$0.00 06/01/2013 \$25.81 \$7.07

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 Page 31 of 37 **Apprentice -** SIGN ERECTOR - Local 35 Zone 1

Total Rate

		ive Date - 06/01/2013				C1		
	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.					İ	
		entice to Journeyworker Ratio:1:1						
		H MOVING EQUIP < 35 TONS CIL NO. 10 ZONE A	06/01/2014	\$32.69	9 \$9.41	\$8.80	\$0.00	\$50.90
1Emoreno von	11 000110	311 110. 10 201111	08/01/2014	\$32.69	9 \$9.91	\$8.80	\$0.00	\$51.40
			12/01/2014	\$32.69	9 \$9.91	\$9.33	\$0.00	\$51.93
			06/01/2015			\$9.33	\$0.00	\$52.28
			08/01/2015	\$33.04		\$9.33	\$0.00	\$52.78
			12/01/2015			\$10.08	\$0.00	\$53.53
			06/01/2016			\$10.08	\$0.00	\$54.03
			08/01/2016			\$10.08	\$0.00	\$54.53
CDE CLA LIZE	D E 4 D E	HAMOUPIG FOLUP. 45 TONG	12/01/2016			\$10.89	\$0.00	\$55.34
		H MOVING EQUIP > 35 TONS CIL NO. 10 ZONE A	06/01/2014			\$8.80	\$0.00	\$51.19
			08/01/2014			\$8.80	\$0.00	\$51.69
			12/01/2014			\$9.33	\$0.00	\$52.22
			06/01/2015			\$9.33	\$0.00	\$52.57
			08/01/2015			\$9.33	\$0.00	\$53.07
			12/01/2015			\$10.08	\$0.00	\$53.82
			06/01/2016			\$10.08	\$0.00	\$54.32
			08/01/2016			\$10.08	\$0.00	\$54.82
SPRINKLER I	FITTED		12/01/2016			\$10.89	\$0.00	\$55.63
		AL 550 - (Section A) Zone 1	03/01/2014			\$13.60	\$0.00	\$75.60
			10/01/2014			\$13.60	\$0.00	\$76.75
			01/01/2015			\$13.75	\$0.00	\$76.90
			03/01/2015			\$13.75 \$13.75	\$0.00	\$77.90
			10/01/2015			\$13.75 \$13.90	\$0.00 \$0.00	\$79.05 \$70.45
			01/01/2016					\$79.45
			03/01/2016			\$13.90 \$13.00	\$0.00	\$80.45
			10/01/2016			\$13.90 \$13.90	\$0.00	\$81.60
			03/01/2017	7 \$60.03	3 \$8.67	\$13.90	\$0.00	\$82.60

Total Rate

Pension

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1 03/01/2014 **Effective Date -**Supplemental percent Apprentice Base Wage Health Pension Unemployment Total Rate Step 1 35 \$18.75 \$8.42 \$8.25 \$0.00 \$35.42 2 40 \$0.00 \$21.43 \$8.42 \$8.25 \$38.10 3 45 \$8.42 \$0.00 \$40.78 \$24.11 \$8.25 4 50 \$26.79 \$8.42 \$8.25 \$0.00 \$43.46 5 55 \$29.47 \$8.42 \$8.25 \$0.00 \$46.14 6 60 \$32.15 \$8.42 \$8.25 \$0.00 \$48.82 7 65 \$34.83 \$8.42 \$8.25 \$0.00 \$51.50 8 70 \$37.51 \$8.42 \$8.25 \$0.00 \$54.18 9 75 \$40.19 \$8.42 \$8.25 \$0.00 \$56.86 10 80 \$42.86 \$8.42 \$8.25 \$0.00 \$59.53 10/01/2014 **Effective Date -**Supplemental Step percent Apprentice Base Wage Health Pension Unemployment Total Rate 1 35 \$19.16 \$8.42 \$8.25 \$0.00 \$35.83 2 40 \$21.89 \$8.42 \$8.25 \$0.00 \$38.56 3 45 \$24.63 \$8.42 \$8.25 \$0.00 \$41.30 4 50 \$0.00 \$27.37 \$8.42 \$8.25 \$44.04 5 55 \$30.10 \$8.42 \$8.25 \$0.00 \$46.77 6 60 \$32.84 \$8.42 \$8.25 \$0.00 \$49.51 7 65 \$35.57 \$8.42 \$8.25 \$0.00 \$52.24 8 70 \$38.31 \$8.42 \$8.25 \$0.00 \$54.98 9 75 \$41.05 \$8.42 \$8.25 \$0.00 \$57.72 10 80 \$43.78 \$8.42 \$8.25 \$0.00 \$60.45 **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 12/01/2013 \$40.11 \$10.00 \$14.18 \$0.00 \$64.29 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN 12/01/2013 \$40.11 \$10.00 \$14.18 \$0.00 \$64.29 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" TELECOMMUNICATION TECHNICIAN 03/01/2014 \$33.44 \$13.00 \$13.03 \$0.00 \$59.47 ELECTRICIANS LOCAL 103 09/01/2014 \$33.84 \$13.00 \$13.05 \$0.00 \$59.89 03/01/2015 \$34.38 \$13.06 \$0.00 \$60.44 \$13.00 09/01/2015 \$35.10 \$13.00 \$13.08 \$0.00 \$61.18

03/01/2016

\$35.81

\$13.00

\$13.10

\$0.00

\$61.91

Total Rate

Pension

	Effectiv	ve Date -	03/01/2014				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	<u>; </u>
	1	40		\$13.38	\$13.00	\$0.40	\$0.00	\$26.78	
	2	40		\$13.38	\$13.00	\$0.40	\$0.00	\$26.78	}
	3	45		\$15.05	\$13.00	\$10.29	\$0.00	\$38.34	•
	4	45		\$15.05	\$13.00	\$10.29	\$0.00	\$38.34	
	5	50		\$16.72	\$13.00	\$10.54	\$0.00	\$40.26	
	6	55		\$18.39	\$13.00	\$10.79	\$0.00	\$42.18	}
	7	60		\$20.06	\$13.00	\$11.04	\$0.00	\$44.10)
	8	65		\$21.74	\$13.00	\$11.29	\$0.00	\$46.03	
	9	70		\$23.41	\$13.00	\$11.54	\$0.00	\$47.95	
	10	75		\$25.08	\$13.00	\$11.79	\$0.00	\$49.87	,
	Effective Step	ve Date -	09/01/2014	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	;
	1	40		\$13.54	\$13.00	\$0.41	\$0.00	\$26.95	
	2	40		\$13.54	\$13.00	\$0.41	\$0.00	\$26.95	
	3	45		\$15.23	\$13.00	\$10.30	\$0.00	\$38.53	
	4	45		\$15.23	\$13.00	\$10.30	\$0.00	\$38.53	
	5	50		\$16.92	\$13.00	\$10.55	\$0.00	\$40.47	
	6	55		\$18.61	\$13.00	\$10.80	\$0.00	\$42.41	
	7	60		\$20.30	\$13.00	\$11.05	\$0.00	\$44.35	
	8	65		\$22.00	\$13.00	\$11.30	\$0.00	\$46.30	
	9	70		\$23.69	\$13.00	\$11.55	\$0.00	\$48.24	
	10	75		\$25.38	\$13.00	\$11.80	\$0.00	\$50.18	
	Notes:							 	
	Appren	ntice to Jo	urneyworker Ratio:1:1						
ERRAZZO FII RICKLAYERS LOG			E	02/01/2014	\$47	.00 \$10.18	\$18.15	\$0.00	\$75.33
TORESTERS ES	JAIL 5 1411	INDEE & THE		08/01/2014	\$47	.90 \$10.18	\$18.22	\$0.00	\$76.30
				02/01/2015	5 \$48	.46 \$10.18	\$18.22	\$0.00	\$76.86
				08/01/2015	5 \$49	.36 \$10.18		\$0.00	\$77.83
				02/01/2016	5 \$49	.93 \$10.18		\$0.00	\$78.40
				08/01/2016	5 \$50	.83 \$10.18		\$0.00	\$79.38
				02/01/2017	7 \$51	.40 \$10.18	\$18.37	\$0.00	\$79.95

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Pension

Total Rate

	Step	ve Date - 02/01/2014 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	50	\$23.50	\$10.18	\$18.15	\$0.00	\$51.83	
	2	60	\$28.20	\$10.18	\$18.15	\$0.00	\$56.53	
	3	70	\$32.90	\$10.18	\$18.15	\$0.00	\$61.23	
	4	80	\$37.60	\$10.18	\$18.15	\$0.00	\$65.93	
	5	90	\$42.30	\$10.18	\$18.15	\$0.00	\$70.63	
		ve Date - 08/01/2014				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50	\$23.95	\$10.18	\$18.22	\$0.00	\$52.35	
	2	60	\$28.74	\$10.18	\$18.22	\$0.00	\$57.14	
	3	70	\$33.53	\$10.18	\$18.22	\$0.00	\$61.93	
	4	80	\$38.32	\$10.18	\$18.22	\$0.00	\$66.72	
	5	90	\$43.11	\$10.18	\$18.22	\$0.00	\$71.51	
	Notes:							
							i	
	Appre	ntice to Journeyworker Ratio:1	:3					
	BORING DRILLER RERS - FOUNDATION AND MARINE		06/01/2014	\$35.45	\$7.30	\$12.90	\$0.00	\$55.65
LABORERS - PO	UNDATION	AND MARINE	12/01/2014	\$36.20	\$7.30	\$12.90	\$0.00	\$56.40
			06/01/2015	\$36.95	\$7.30	\$12.90	\$0.00	\$57.15
			12/01/2015	\$37.70	\$7.30	\$12.90	\$0.00	\$57.90
			06/01/2016	\$38.45	\$7.30	\$12.90	\$0.00	\$58.65
For apprentic	ce rates see "	Apprentice- LABORER"	12/01/2016	5 \$39.45	\$7.30	\$12.90	\$0.00	\$59.65
TEST BORIN	G DRILL	ER HELPER	06/01/2014	\$34.17	\$7.30	\$12.90	\$0.00	\$54.37
LABOKEKS - FO	UNDATION	AND MARINE	12/01/2014	\$34.92	\$7.30	\$12.90	\$0.00	\$55.12
			06/01/2015	\$35.67	\$7.30	\$12.90	\$0.00	\$55.87
			12/01/2015	\$36.42	\$7.30	\$12.90	\$0.00	\$56.62
			06/01/2016	\$37.17	\$7.30	\$12.90	\$0.00	\$57.37
			12/01/2016	\$38.17	\$7.30	\$12.90	\$0.00	\$58.37
		Apprentice- LABORER"						
TEST BORIN Laborers - fo			06/01/2014			\$12.90	\$0.00	\$54.25
			12/01/2014			\$12.90	\$0.00	\$55.00
			06/01/2015			\$12.90	\$0.00	\$55.75
			12/01/2015			\$12.90	\$0.00	\$56.50
			06/01/2016			\$12.90	\$0.00	\$57.25
			12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For appropria	re rates see "	Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT	06/01/2014	\$33.27	\$9.41	\$8.80	\$0.00	\$51.48
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2014	\$33.27	\$9.91	\$8.80	\$0.00	\$51.98
	12/01/2014	\$33.27	\$9.91	\$9.33	\$0.00	\$52.51
	06/01/2015	\$33.62	\$9.91	\$9.33	\$0.00	\$52.86
	08/01/2015	\$33.62	\$10.41	\$9.33	\$0.00	\$53.36
	12/01/2015	\$33.62	\$10.41	\$10.08	\$0.00	\$54.11
	06/01/2016	\$34.12	\$10.41	\$10.08	\$0.00	\$54.61
	08/01/2016	\$34.12	\$10.91	\$10.08	\$0.00	\$55.11
	12/01/2016	\$34.12	\$10.91	\$10.89	\$0.00	\$55.92
TUNNEL WORK - COMPRESSED AIR	06/01/2014	\$46.33	\$7.30	\$13.30	\$0.00	\$66.93
LABORERS (COMPRESSED AIR)	12/01/2014	\$47.08	\$7.30	\$13.30	\$0.00	\$67.68
	06/01/2015	\$47.83	\$7.30	\$13.30	\$0.00	\$68.43
	12/01/2015	\$48.58	\$7.30	\$13.30	\$0.00	\$69.18
	06/01/2016	\$49.33	\$7.30	\$13.30	\$0.00	\$69.93
	12/01/2016	\$50.33	\$7.30	\$13.30	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2014	\$48.33	\$7.30	\$13.30	\$0.00	\$68.93
LABORERS (COMPRESSED AIR)	12/01/2014	\$49.08	\$7.30	\$13.30	\$0.00	\$69.68
	06/01/2015	\$49.83	\$7.30	\$13.30	\$0.00	\$70.43
	12/01/2015	\$50.58	\$7.30	\$13.30	\$0.00	\$71.18
	06/01/2016	\$51.33	\$7.30	\$13.30	\$0.00	\$71.93
	12/01/2016	\$52.33	\$7.30	\$13.30	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	06/01/2014	\$38.40	\$7.30	\$13.30	\$0.00	\$59.00
ADORERS (FREE AIR TUNNEL)	12/01/2014	\$39.15	\$7.30	\$13.30	\$0.00	\$59.75
	06/01/2015	\$39.90	\$7.30	\$13.30	\$0.00	\$60.50
	12/01/2015	\$40.65	\$7.30	\$13.30	\$0.00	\$61.25
	06/01/2016	\$41.40	\$7.30	\$13.30	\$0.00	\$62.00
	12/01/2016	\$42.40	\$7.30	\$13.30	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	06/01/2014	\$40.40	\$7.30	\$13.30	\$0.00	\$61.00
ABOILEAS (FREE TIR FOWNEL)	12/01/2014	\$41.15	\$7.30	\$13.30	\$0.00	\$61.75
	06/01/2015	\$41.90	\$7.30	\$13.30	\$0.00	\$62.50
	12/01/2015	\$42.65	\$7.30	\$13.30	\$0.00	\$63.25
	06/01/2016	\$43.40	\$7.30	\$13.30	\$0.00	\$64.00
	12/01/2016	\$44.40	\$7.30	\$13.30	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2014	\$32.69	\$9.41	\$8.80	\$0.00	\$50.90
	08/01/2014	\$32.69	\$9.91	\$8.80	\$0.00	\$51.40
	12/01/2014	\$32.69	\$9.91	\$9.33	\$0.00	\$51.93
	06/01/2015	\$33.04	\$9.91	\$9.33	\$0.00	\$52.28
	08/01/2015	\$33.04	\$10.41	\$9.33	\$0.00	\$52.78
				¢10.00	¢0.00	Ø52.52
	12/01/2015	\$33.04	\$10.41	\$10.08	\$0.00	\$53.53
	12/01/2015 06/01/2016	\$33.04 \$33.54	\$10.41 \$10.41	\$10.08	\$0.00	\$53.53 \$54.03

Issue Date: 06/20/2014 **Wage Request Number:** 20140619-047 **Page 36 of 37**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER	03/01/2014	\$49.41	\$9.82	\$14.29	\$0.00	\$73.52
PLUMBERS & GASFITTERS LOCAL 12	09/01/2014	\$50.41	\$9.82	\$14.29	\$0.00	\$74.52
	03/01/2015	\$51.41	\$9.82	\$14.29	\$0.00	\$75.52
	09/01/2015	\$52.41	\$9.82	\$14.29	\$0.00	\$76.52
	03/01/2016	\$53.56	\$9.82	\$14.29	\$0.00	\$77.67
	09/01/2016	\$54.61	\$9.82	\$14.29	\$0.00	\$78.72
	03/01/2017	\$55.61	\$9.82	\$14.29	\$0.00	\$79.72
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBE	R/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) unless otherwise specified.

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

Issue Date: 06/20/2014 Wage Request Number: 20140619-047 Page 37 of 37

APPENDIX A SAMPLE CONTRACT

OWNER-CONTRACTOR PUBLIC CONSTRUCTION AGREEMENT CITY OF SOMERVILLE

PURCHASING DEPARTMENT FOR TRAFFIC AND PARKING

AGREEMENT made this 1st day of <u>month</u>, <u>year</u>, by and between the City of Somerville, a Massachusetts municipal corporation, acting by and through its Purchasing Department, 93 Highland Ave., Somerville, MA 02143 (referred to variously in the Contract Documents as "City", "Owner", "Awarding Authority", and "School") and the following General Contractor (referred to in the Contract Documents as "Contractor" or "General Contractor"):

CONTRACTOR
Name: vendor name
Address: vendor address, city, MA zip
PROJECT
Name: project description
Location: project location
Brief Description: further project description
ARCHITECT: architect name
Address: architect address, city, MA zip
LANDSCAPE ARCHITECT
Name: n/a
Address:
ENGINEER
Name:n/a
Address:
(The Architect, Landscape Architect, or Engineer is described herein as the "Design Professional".)

THIS CONTRACT IS A

	Public Works Contract under \$10,000	
	Public Building Contract under \$10,000, subject to the price quote requirements of Chapter 149 of the General Laws	
	Public Building Contract estimated to cost more than \$10,000, but less than \$25,000, subject to the written response requirements of Chapter 149 of the General Laws	
<u>X</u>	Public Works Contract estimated to cost more than \$10,000 thereby subject to the bidding requirements of Mass. Gen. Laws, Chapter 30, Section 39M	
	Public Building Contract estimated to cost more than \$25,000, but less than \$100,000, subject to the bidding requirements of Mass. Gen. Laws, Chapter 30, Section 39M	
_	Public Building Contract estimated to cost more than \$100,000 subject to the bidding requirements of Mass. Gen. Laws, Chapter 149, Section 44A.	
Chapter 149 Otherwise, an	and Chapter 30 contain interrelated provisions. When a provision applies <u>only</u> to s. 44A contracts or <u>only</u> to Chapter 30, s. 39M contracts, it is so noted herein. It is section of Chapter 30 or Chapter 149 cited in this contract shall be deemed to types of contracts.)	
Section 1:	CONTRACT DOCUMENTS.	
The Contract		
Documents, T and Addenda after the exec	Documents consist of the Owner-Contractor Agreement, Advertisement, Bidding Technical Specifications, Drawings, General Conditions, Supplementary Conditions, issued prior to execution of this Contract, and Modifications agreed to in writing cution of this Contract. The following Appendices are attached hereto and are orated by reference.	
Documents, T and Addenda after the exec	echnical Specifications, Drawings, General Conditions, Supplementary Conditions, issued prior to execution of this Contract, and Modifications agreed to in writing cution of this Contract. The following Appendices are attached hereto and are	
Documents, T and Addenda after the exec	Technical Specifications, Drawings, General Conditions, Supplementary Conditions, issued prior to execution of this Contract, and Modifications agreed to in writing cution of this Contract. The following Appendices are attached hereto and are orated by reference.	
Documents, T and Addenda after the exec	Pechnical Specifications, Drawings, General Conditions, Supplementary Conditions, issued prior to execution of this Contract, and Modifications agreed to in writing cution of this Contract. The following Appendices are attached hereto and are orated by reference. Appendix A - Advertisement; Notice to Bidders;	
Documents, T and Addenda after the exec	Pechnical Specifications, Drawings, General Conditions, Supplementary Conditions, issued prior to execution of this Contract, and Modifications agreed to in writing cution of this Contract. The following Appendices are attached hereto and are orated by reference. Appendix A - Advertisement; Notice to Bidders; Appendix B - Bid Documents - Contractor's Bid Appendix C - Scope of Services - includes a brief description of the project and the	

Appendix F - Wage Rates; Living Wage Ordinance form

Appendix G - Performance Bond and Payment Bond, if contract is over \$2,000

The Contract Documents represent the entire Contract between the parties hereto and supersede prior negotiations, representations, or Contracts, whether written or oral.

Section 2: THE WORK.

The Contractor shall execute all work described in the Contract Documents, except to the extent that such work is specifically indicated in the Contract Documents to be the responsibility of others. In accordance with Chapter 30, section 39I of the General Laws, the contractor shall perform all of work in conformity with the plans and specifications included herein as Appendix A. No willful or substantial deviation from such plans and specifications shall be made unless authorized in writing by the Commissioner of Public Works, which authorization shall be confirmed by written change order within thirty days.

Section 3: PROJECT DATES

- (a) <u>Commencement:</u> The Date of Commencement shall be stipulated by a written Notice to Proceed given by the City to the Contractor.
- (b) <u>Substantial Completion</u>: The Contractor shall achieve substantial completion of the work no later than <u>scheduled in the bid documents or date</u> after the Date of Commencement, time being of the essence. For good cause shown, the Commissioner of Public Works may, in his sole discretion, extend the date of substantial completion by written change order.
- (c) <u>Damages for Delay</u>. The Contractor and the Contractor's surety shall be liable for and shall pay the City the sum of \$100.00 per calendar day, as liquidated damages, for each calendar day of delay until the work is substantially completed or, in the case of the portion of the work, for each calendar day of delay until the portion of the work is substantially completed. Substantial Completion shall mean either a) that the work, or portion of the work, has been completed, except for work having a contract price of less than one percent (1%) of the then adjusted total contract price; or b) that substantially all of the work has been completed and opened to public use, except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work.
- (d) <u>Suspension of the Work/Excusable Delays</u>. If the City is required to suspend the work as a result of a request from the Office of the Attorney General in connection with a bid protest or an injunction, the Contractor shall not have a claim for damages, but the City shall extend the date of substantial completion for a period of time commensurate with the period of the suspension, and the liquidated damages clause shall not take effect until the extended date of substantial completion. If any of the following occurrences causes a delay in the work, the Contractor shall immediately notify DPW in writing. If, upon investigation, the City finds that the delay is excusable, the City shall extend the date of substantial completion for a period of time commensurate with the period of the excusable delay, and the liquidated damages clause shall not take effect until the extended date of substantial completion:

- (1) any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) delays which are caused by the City and which are not occasioned by the Contractor's failure to supply DPW or its design professional with progress schedules, documents, samples, and the like, in a timely manner;
- (3) causes not reasonably foreseeable by the parties to this Contract, which are beyond the reasonable control of the Contractor, such as blizzards, floods, hurricanes, tornadoes, and strikes;
 - (4) any delay of any subcontractor resulting from paragraphs (1), (2), or (3);

Section 4. CONTRACT SUM

The contract sum shall be \$contract amount. The contract sum may be increased or decreased by change order, as quantities which have been estimated in the bid documents become known, or as other additions or deletions to the work are made, or if the work is interrupted or suspended by the City, all as set forth herein.

Section 5. CHANGES IN THE CONTRACT

- (2) <u>Suspension, Delay, or Interruption due to order of Awarding Authority.</u>
- (1) The Awarding Authority may order the General Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay, or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.
- (2) The General Contractor must submit the amount of a claim under provision (1) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.
- (3) A subcontractor shall have the same rights against the General Contractor for payment for an increase in the cost of its performance as provisions (1) and (2) give the General Contractor against the Awarding Authority, but nothing in provisions (1) and (2) shall in any way

change, modify or alter any other rights which the General Contractor or the subcontractor may have against each other.

- (b) Change Orders. No willful and substantial deviation from the plans and specifications shall be made unless authorized in writing by the Awarding Authority or by the Design Professional in charge of the work who is duly authorized by the Awarding Authority to approve such deviations. In order to avoid delays in the prosecution of the work required by the contract, such deviation from the plans and specifications may be authorized by a written order of the Awarding Authority or Design Professional so authorized, to be confirmed at a later time by a written Change Order, signed under penalties of perjury, using AIA Document G701 (or its equivalent). The Change Order shall include the following: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality. or that an equitable adjustment [increase or decrease as the case may be] has been agreed upon between the Contracting Agency and the General Contractor and the amount in dollars of such adjustment; and (4) that the deviation is in the best interest of the Contracting Authority. The Change Order shall also indicate whether or not the date of substantial completion has been extended. The equitable adjustment in price shall be determined by the unit prices, if any, in the General Contractor's bid; otherwise, it shall be a number which is agreed to by both parties as a fair adjustment and which can be itemized and substantiated to the reasonable satisfaction of the Contracting Authority. Where increases and decreases to the Contract Sum are included in one Change Order, the negotiated allowance for overhead and profit shall be calculated on the basis of the net increase, if any.
- (c) Differing Subsurface or Latent Physical Conditions. In accordance with Chapter 30, section 39N of the General Laws, if, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual physical subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents, either the Contractor or the Contracting [Awarding] Authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Contracting Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Contracting Authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Section 6. PAYMENTS TO THE CONTRACTOR

- (a) <u>Progress Payments.</u> The Contractor may submit requests for progress payments (hereafter, "Periodic Estimates") for work completed during the preceding month and for materials not incorporated in the work, but delivered and suitably stored at the site (or some other location agreed upon in writing). The Contractor's progress schedule and schedule of values, as modified by agreement of the parties, may be used by the City as a basis for reviewing the Contractor's Periodic Estimates. In the case of contracts for construction, reconstruction, alteration, remodeling, repair, or demolition of a public building, where the amount is more than two thousand dollars, the Contractor's Periodic Estimate shall contain a separate item for each filed subtrade and sub-subtrade, and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed, as required by Chapter 30, Section 39K, of the General Laws.
- (1) <u>Time for Payment</u>. In the case of contracts for construction, reconstruction, alteration, remodeling, repair or demolition of a public building, where the amount is more than two thousand dollars, the City shall, in accordance with Chapter 30, Section 39K, of the General Laws, make payment within fifteen days of receipt of the Contractor's Periodic Estimate; provided however, that the City may, within seven days of receipt of an estimate which is not in the required form or which is arithmetically incorrect, return the incorrect estimate to the Contractor for correction, whereupon the date of receipt shall be the date of receipt of the corrected Periodic Estimate. For all other construction contracts, progress payments are governed by Chapter 30, Section 39G of the General Laws, and the City is required to make payment within thirty-five days of receipt of a Periodic Estimate.
- (2) <u>Retainage prior to Substantial Completion</u>. In all construction contracts, the City may hold back a retainage of up to five percent of each progress payment to ensure satisfactory completion of the work. In addition, the City may withhold any amounts in dispute, including disputed change orders and direct payments owed to subcontractors pursuant to Chapter 30, Section 39F of the General Laws.
- (b) <u>Payment upon Substantial Completion.</u> In the case of contracts for construction, reconstruction, alteration, repair, remodeling, or demolition of a public building, where the amount is more than \$2,000, Chapter 30, Section 39K, of the General Laws governs payment upon substantial completion. For all other contracts, Chapter 30, Section 39F of the General Laws governs payment upon substantial completion.
- (1) <u>Definition of Substantial Completion</u>. Substantial Completion shall mean either a) that the work, or portion of the work, has been completed, except for work having a contract price of less than one percent (1%) of the then adjusted total contract price; or b) that substantially all of the work has been completed and opened to public use, except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work.
- (2) <u>Certificate of Substantial Completion.</u> The Contractor shall give written notice to the City when the Contractor is of the opinion that the work has been substantially completed. Within twenty-one days of receipt of such notice, provided there is no dispute as to whether the work has been substantially completed, a Certificate of Substantial Completion signed by the City's Design Professional, or a written Declaration of Substantial Completion signed by the Executive Director of Mayor's Office of Strategic Planning and Community Development (on AIA form # G701 or its equivalent) shall be given to the Contractor. The date of such

Certificate or Declaration shall be the Effective Date of Substantial Completion, subject to the provisions of Chapter 30, Section 39J, of the General Laws. If the City does not agree that the work has been substantially completed, the City or the City's Design Professional shall, within the twenty-one day period, present the Contractor with a written, itemized list of incomplete or unsatisfactory work items sufficient to demonstrate that the work has not been substantially completed. If the City fails to respond within the twenty-one day period, the date of the Contractor's notification of substantial completion shall become the "Effective Date of Substantial Completion". Within fifteen days after the effective date of the City's declaration of substantial completion, the City shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items and, unless delayed by causes beyond his control, the Contractor shall complete all such work items within forty-five days after receipt of said list or before the date of substantial completion in the contract, whichever is later. If the Contractor fails to complete such work within such time, the City may send the Contractor a notice in writing by certified mail, return receipt requested, instructing the Contractor that if the work is not completed with seven days after receipt of the notice, the contract will be terminated and the City will complete the incomplete or unsatisfactory work items and charge the cost of the same to the Contractor and the Contractor's sureties.

- (3) Retainage after Substantial Completion. Within sixty-five days after the Effective Date of Substantial Completion, the City shall pay the Contractor all but one percent retainage, minus: a) the amount of any disputed work item; and b) five (5) percent of the value of plant materials in the ground; and c) the City's estimated cost of completing all incomplete and unsatisfactory work items. The City shall also deduct an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to Chapter 30, Section 39F of the General Laws. The five (5) percent retainage of the value of all plant materials in the ground shall be withheld by the City until final acceptance of such plant materials at the end of the guarantee period.
- (c) <u>Final Payment</u>. The City shall make final payment to the Contractor within thirty days of completion of the work and submission of all documentation required.

IF FORMS FOR WAGE CERTIFICATIONS AND OTHER DOCUMENTATION ARE SUPPLIED BY THE CITY TO THE CONTRACTOR, THE CONTRACTOR SHALL SUBMIT DOCUMENTATION ON SUCH FORMS.

(d) <u>Interest</u>. If the City fails to pay the Contractor within the time periods mandated by statute, the City shall pay interest to the Contractor in accordance with Chapter 30, Sections 39G and 39K, whichever is applicable.

Section 7. PAYMENT OF SUBCONTRACTORS.

In accordance with Chapter 30, Section 39F of the General Laws, the subparagraphs a) through h) of this section shall be binding on contracts awarded pursuant to Chapter 30, Section 39M of the General Laws, and paragraphs a) through i) shall be binding on contracts awarded pursuant to Chapter 149, Section 44A of the General Laws:

- (a) Immediately after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay each subcontractor the amount paid for labor performed and materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor to the Contractor.
- (b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the City shall pay that amount to the Contractor. The Contractor shall immediately pay to the subcontractor the full amount received from the City less any amount specified in any court proceeding barring such payment and also less any amount claimed due from the subcontractor by the Contractor.
- (c) Each payment made by the City to the Contractor pursuant to subparagraphs a) and b) of this section for the labor performed and materials furnished by a subcontractor shall be made to the Contractor for the account of that subcontractor; and the City shall take reasonable steps to compel the Contractor to make each such payment to each such subcontractor. If the City has received a demand for direct payment from a subcontractor for any amount which has been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the subcontractor as provided in subparagraphs a) and b), the City shall act upon the demand as provided in this section.
- (2) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the Contractor the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the City. The demand shall be by a sworn statement delivered to or sent by certified mail to the City, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered to or so mailed the demand to the City and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by sworn statement delivered to or sent by certified mail to the City and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.
- (e) Within fifteen days after receipt of the demand by the City, but in no event prior to the seventieth day after substantial completion of the subcontract work, the City shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (1) retained by the City as the estimated cost of completing incomplete or unsatisfactory items of work, (2) specified in any court proceedings barring such payment, or (3) disputed by the Contractor in the sworn reply; provided, that the City shall not deduct from a direct payment any amount as provided in part (3)

if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The City shall make further direct payment to the subcontractor immediately after the removal of any basis for deductions set forth in (1) or (2) above.

- (f) The City shall promptly deposit disputed amounts in an interest-bearing, joint account in the names of the Contractor and the subcontractor, in a bank in Massachusetts selected by the City or agreed upon by the Contractor and the subcontractor, and shall notify the Contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.
- (g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from the subcontractors. All direct payments shall discharge the obligation of the City to the Contractor to the extent of such payment.
- (h) The City shall deduct from payments to the Contractor amounts which, together with the above-mentioned bank deposits, are sufficient to satisfy all unpaid demands for direct payment received from subcontractors. All such amounts shall be earmarked for direct payments to such subcontractors, whose claims shall have priority over all other creditors of the Contractor.
- (i) If the subcontractor does not receive payment as provided in subparagraph (a), or if the Contractor does not submit a Periodic Estimate for the value of the labor or materials performed or furnished by the subcontractor, and the subcontractor does not receive payment for the same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a Periodic Estimate from the Contractor. Thereafter, the City shall proceed as provided in subparagraph (e), (f) (g) and (h).

Section 8. PREVAILING WAGE REQUIREMENTS.

- (2) The Contractor shall pay wages at no less than the wage rates set forth in Appendix G, incorporated as part of this Agreement: namely, State Prevailing Wage Rates; provided, however, that if any department of the City should make use of this Contract for a project which is federally funded, then the Contractor shall pay wages at the higher of the two rates. If a labor classification is not listed the Contractor shall notify DPW and request instructions. In addition, the Contractor shall:
 - (1) pay wages at least once a week;

- (2) submit payroll information on a weekly basis in a format approved by DPW, numbered in numerical sequence and signed by the Contractor (including forms for weeks when the Contractor is not on the site, in which case there shall be a notation to the effect "no work this payroll period" and a date anticipated for resuming work);
- (b) The Contractor shall submit to DPW within the first week of construction:
 - (1) a list of apprenticeship programs with which the Contractor is affiliated;
 - (2) the number of apprentices on the Project employed by the Contractor.
 - (3) a list of the Contractor's employee fringe benefits;
 - (4) a copy of each project schedule, including the anticipated commencement date for each Subcontractor; and
 - (5) a list of each Subcontractor's suppliers and material men.
- (c) The contractor shall include language similar to the above in all subcontracts.

Section 9. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

- a) the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status or because an employee or applicant is a recipient of federal, state, or local public assistance or housing subsidies; and
- b) the Contractor shall not discriminate, in any stage of the contract from award to completion, in the selection or retention of subcontractors, suppliers, and materialmen, or in the procurement of materials or supplies, or the rental of equipment, on the basis of race, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status, or because an individual is a recipient of federal, state, or local public assistance or housing subsidies; and
- c) the Contractor shall post an equal employment opportunity notice in conspicuous places at the worksite, shall make copies of such notice available to employees and job applicants, and shall send such notice to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding; and
- d) the Contractor shall, to the greatest extent feasible, give employment and on-site training opportunities, to lower-income, minority, women, and disabled members of the local community and shall award subcontracts, when possible, to Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).
 - e) the contractor shall include language similar to the above in all subcontracts.

Section 10. COPELAND ANTI-KICKBACK ACT.

If this contract is in excess of \$2,000 and is federally funded, the Contractor shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 874 and 29 CFR Part 3) more fully set forth in Appendix G attached hereto, and shall not induce any person employed in the construction, completion, or repair of a public building or public work, to give up any part of the compensation to which he would otherwise be entitled.

Section 11. WORK HOURS AND SAFETY STANDARDS.

If this contract is in excess of \$2,000 and is federally funded, the Contractor shall comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Acts (40 U.S.C. 327-333), as supplemented by Department of Labor regulations at 29 CFR part 5. To that end, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The Contractor shall ensure that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Section 12. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

If this contract is in excess of \$100,000 and is federally funded, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

Section 13. CONTRACTOR'S CERTIFICATIONS.

The Contractor hereby certifies under oath:

- (a) That if this Contract is in excess of \$100,000 and is federally funded, the Contractor will abide by the Byrd Anti-Lobbying Amendment (31 U.S.C.1352), and more specifically:
 - (1) That no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal contract and the extension, continuation, renewal, amendment, or modification of this Federal contract; and
 - (2) That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

(3) That the Contractor will include the language of this certification in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS THE AWARD OF THIS CONTRACT WAS MADE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH FAILURE.

- (b) Drug-Free Workplace Act of 1988 (42 U.S.C. 701):
- That, if this Contract is federally funded, the Contractor will provide a drug-free workplace and comply with the HUD rules contained in 24 CFR part 24M, including notification to employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited; that action will be taken against employees violating the prohibition; and that an employee who is convicted of manufacturing, distributing, dispensing, possession, or use of a controlled substance may be terminated or required to participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (c) <u>Debarment and Suspension:</u> That the Contractor is a duly licensed general contractor, and
 - (1) That neither the Contractor nor any of its principal employees are on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs [E.O. 12549 and E.O. 12689 at 24 CFR part 24, applicable to contracts exceeding the small purchase threshold of fixed by 41 U.S.C. 403 (11)]; and
 - (2) That the Contractor has not been debarred or suspended by any state agency or city or town in the Commonwealth of Massachusetts.
- (d) Organization and Authority: That the Contractor is a duly organized and validly existing _______ (corporation/general partnership/limited partnership, trust, or sole proprietorship) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts; that this Contract has been duly executed and delivered on behalf of the Contractor by its ______ pursuant to and in full compliance with the authority granted by the Contractor's organizational documents and/or (in the case of a corporation) by a vote taken at duly called meeting at which a quorum was present and voting; that such authority is still in full force and effect as of the date of execution of this Contract; and that the person executing this Contract is the present holder of the title which he or she purports to hold.
- (e) <u>Noncollusion:</u> That the bid upon which this Contract was based was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- (f) <u>Tax Compliance</u>: That the Contractor is in full compliance with all federal and state laws relating to income taxes, and has paid all real estate and personal property/excise taxes,

water charges, fines and other municipal lien charges due to the City of Somerville, and the
Contractor's Federal Tax Identification Number
is# .

Section 14. CONTRACTOR'S RECORDS.

- (a) <u>Federal Requirements</u>: The Contractor shall permit the City, HUD and/or any other administering agency named herein, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific HUD program for the purpose of making audits, examinations, excerpts, and transcriptions.
- (2)State Requirements: In accordance with G.L. Chapter 30, §39R, for contracts in an amount or estimated amount greater than \$100,000: (i) the General Contractor shall make and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor; and (ii) until the expiration of six years after final payment, the office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his subcontractors that directly pertain to and involve transactions relating to the Contractor or his subcontractors; and (iii) the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Awarding Authority, including in his description the date of the change and reasons therefor and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes; and (iv) the Contractor shall have filed a Statement of Management on Internal Accounting Controls, as described in paragraph "(1)" below prior to the execution of the Contract; and (v) the Contractor has filed prior to execution of the Contract and will continue to file annually, an Audited Financial Statement for the most recent completed fiscal year as set forth in paragraph "(2)" below.
 - (1) The Statement of Management on Internal Accounting Controls is a written statement certifying that the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that transactions are executed in accordance with management's general and specific authorization; that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; that access to assets is permitted only in accordance with management's general or specific authorization; and that recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
 - (2) The Audited Financial Statement is a statement prepared and signed by an independent certified public accountant, stating that he has examined the Statement of Management on internal accounting controls, and expressing an opinion as to (i) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amount which would be material when measured in relation to the applicant's financial statements.

The Contractor shall annually file with the Commissioner of Capital Asset Management and Maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountants report. Such statements shall be made available to the Awarding Authority upon request.

(c) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in G.L. 4, §7 or equivalent federal legislation. They shall not be made available to the public, but shall be available only to the governmental authorities named herein.

Section 15. CONFLICT OF INTEREST LAWS.

The City and the Contractor shall comply with all federal and state conflict of interest statutes and regulations.

Section 16. EVENTS OF DEFAULT.

The following shall be considered Events of Default:

- a. The Contractor makes a written admission of the Contractor's inability to pay debts; or the Contractor becomes the debtor or defendant in (i) a voluntary or involuntary petition in bankruptcy, (ii) a petition for appointment of a receiver, (iii) a levy of an attachment or execution, (iv) an assignment for the benefit of creditors, (v) a winding up or dissolution of a partnership or corporation; or (vi) any other proceeding under which a court of competent jurisdiction assumes custody or control over the Contractor.
- b. The Contractor fails to prosecute the work with such diligence as will, in the reasonable estimation of the City, ensure substantial completion within the time specified in the Contract Documents; and/or
- c. The Contractor is in breach of the Contract Documents and has failed to cure such breach after written notice from the City specifying 1) the breach, 2) what must be done to cure the breach; and 3) the time within which the breach must be cured.

Section 17. REMEDIES UPON DEFAULT.

a. <u>HUD Action.</u> If the Contractor is in default, HUD and/or any other administering agency named herein may, with or without the consent of the City, cancel,

suspend, or terminate this Contract in whole or in part; require the withholding or disallowance all or part of the funding for the project; declare the contractor ineligible for further Government contracts or avail itself of any other remedies available under the law.

- b. <u>City Action</u>. If the Contractor is in default, the City may elect to do any or all of the following: 1) temporarily withhold cash payments pending correction of the deficiency; and/or 2) terminate this Contract, and
 - (a) hold the Contractor and its sureties liable in damages;
 - (b) require the Contractor's sureties to complete the Contract;
- (c) take possession and use any materials, machinery, implements, and tools on the site, without liability for loss or damage, following which use, the Contractor shall be liable for their removal from the site;
- (d) complete the work using the services of another contractor (in which case the City shall have no obligation to use a competitive process to obtain the lowest contract prices) and look to the Contractor and the Contractor's sureties for the difference between the cost to complete the work and the contract sum hereunder.

Section 18. TERMINATION WITHOUT CAUSE.

The City may terminate this Contract without cause by written notice to the Contractor, in which case, the Contractor shall be compensated for reasonable costs incurred up to the date of termination, calculated on a percentage completion basis using the progress schedule and schedule of values. The City shall also compensate the Contractor for non-terminable obligations properly incurred by the Contractor prior to termination; provided however, that the Contractor shall use its best efforts to mitigate the cost of such non-terminable obligations and shall in no event incur any new obligations after the date of termination.

Section 19. INSURANCE

The Contractor shall obtain and maintain in full force and effect the insurance coverage required under Appendix C and shall furnish the City with current certificates of insurance **naming the** City of Somerville as a certificate holder.

Section 20. INDEMNIFICATION.

The Contractor shall indemnify, defend, and save harmless the City from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, and demands and shall pay any judgment entered against the City on account of personal injuries or damage to property arising out of the work of this Contract.

Section 21. NOTICES.

Notices shall be in writing, and may be transmitted by mail, federal express, or fax, provided such transmittal is evidenced by a U.S. Mail or Federal Express return receipt or a fax-generated receipt showing the number to which the fax transmission was made:

(a) to the Contractor, at the address set forth in this Agreement or such other address as the Contractor may have designated from time to time in writing, or to

FAX#	
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(b) to the City, addressed to

Purchasing Director 93 Highland Avenue Somerville, MA 02143 or to FAX # 617-625-1344

Notices shall be deemed given when mailed or faxed.

Section 22. MODIFICATION.

No amendment or modification to this Agreement shall take effect unless it is in writing, signed by all parties.

Section 23. ASSIGNMENT/SUBCONTRACTING.

The Contractor shall not assign or subcontract this Agreement or any portion of the work without the prior written consent of the City.

Section 24. GOVERNING LAW.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the United States of America.

Section 25. SEVERABILITY.

In the event that any provision of this Agreement is found to be legally unenforceable, the remainder of the Agreement shall remain in full force and effect.

Section 26. NON-APPLICABILITY OF FEDERAL REQUIREMENTS.

If this section is checked, it means that this contract has not been funded with federal funds and the obligations and requirements under federal law which are set forth in this contract do not apply.

X	(check here)
41	(Chicok Horo)

SPECIAL PROVISIONS

Completion Date

This contract will be in effect one year from the date of contract award.

Bonds

A payment bond of 100% of the contract value will be required by the successful bidder.

Note: The successful bidder agree that if he is selected as the 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 bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Award Authority in the amount stated.

Insurance

The contractor must provide the following insurance certificates before the contract can be fully executed:

General Liability: \$2,000,000 Automobile: \$2,000,000

Workers' Compensation: as required by General Law

The Certificates of Insurance must show the City of Somerville as the Certificate Holder and as Additional Insured. Should any policies be cancelled before the expiration date, the issuing company must send written notice to the City 30 days prior to cancellation.

Prevailing Wage Law

Bidders will be required to comply with the Prevailing Wage Laws, M.G.L. c. 30.39M. Every bidder will be required to submit a certified payroll to the City every week. The City will take an active roll in reviewing and monitoring these payrolls weekly. If the City suspects any violations, the City will report them to the Attorney General's Fair Labor and Business Practices Division. The Attorney General's office, after conducting an investigation and a hearing can order the bidder to halt work, if it finds prevailing wage violations. Within fifteen days after completion of its portion of the work, the bidder must submit a Statement of Compliance with the prevailing wage law. The City reserves the right to conduct hearings on bids that are significantly below the average bid price submitted on a project, to make findings of fact, and determinations. Weekly payrolls are public records and the bidder shall make them available upon request. The bidder is required to keep these records for a period of three years from the date of completion of this contract.

GENERAL TERMS AND CONDITIONS

1. CONTRACTOR'S OBLIGATION

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings, and in accordance with the directions of the Design Professional or DPW as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Design Professional and DPW.

2. PERFORMANCE/PAYMENT BONDS

The Contractor shall furnish a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law, and shall to the extent feasible be in the form developed by the American Institute of Architects (AIA).

3. DESIGN PROFESSIONAL'S AUTHORITY

The Design Professional shall give orders and directions contemplated under the contract and specifications, relative to the execution of the work. The Design Professional shall determine the amount, quality, acceptability and fitness of several kinds of work and the construction thereof. The Design Professional's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Design Professional shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question. The Design Professional shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for DPW shall be adjusted and determined by the Design Professional. In accordance with Chapter 30, section 30P of the General Laws the Design Professional's decision on interpretation of the specifications, approval of equipment or material, or any other approval, or progress of the work, shall be made promptly and, in any event, no later than thirty days after a written submission for decision; but if such decision requires extended investigation and study, the Awarding Authority or the Design Professional shall give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

4. SUBCONTRACTING

- a. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors, subject to the provisions of this section.
- b. The Contractor shall not award any work to any subcontractor without prior written approval of DPW, which approval will not be given until the Contractor submits a written approval statement concerning the proposed award to the subcontractor, which statement shall contain such information as DPW may require. All subcontracts subject to Mass. General laws, Chapter 149, Sections 44A-J, shall comply with the filed sub-bid requirements of that statute.
- c. The Contractor shall be as fully responsible for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontractors relative to the work to bind subcontractors to the Contractor by the Terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that DPW may exercise over the Contractor under any provision of the contract documents.
- e. Nothing contained in this contract shall create any contractual relation between any subcontractor and DPW.

5. PERMITS AND CODES

- a. It shall be the Contractor's responsibility to obtain and pay for all permits required in connection with the work. Unless otherwise agreed by the Awarding Authority in writing, the Contractor shall, prior to commencement of the work, (i) meet with the City of Somerville Inspectional Services Department to determine what permits are needed for the work; (ii) obtain all such permits; and (iii) provide copies of such permits to the Awarding Authority. Permits shall include, without limitation, demolition, foundation, digsafe, and building permits; permits for removal, sealing up, or installation of utilities, including gas, electrical, water and sewer; and permits for obstructing public streets and sidewalks.
- b. The Contractor shall comply with all state and local laws, ordinances, and codes. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable laws, ordinances, and codes and shall immediately report any discrepancy to OHCD. Where the requirements of the Drawings and Technical Specification fail to comply with applicable laws, ordinances, or codes, OHCD will adjust the Contract by change order to conform to such laws, ordinances or codes (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices. Should the Contractor fail to observe the foregoing provisions and proceed with the construction, (notwithstanding the fact that such construction is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost

to OHCD, and a change order will be issued to cover only the excess cost that the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

c. Notwithstanding the generality of the foregoing, the Contractor shall comply with federal, state and local laws, ordinances, and codes governing the disposal of excavation materials, and debris and rubbish on and off the Project site.

6. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Design Professional or DPW will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Design Professional or DPW in accordance with said schedule, and (b) a schedule fixing the dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

7. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Designer or DPW for a decision. Said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

8. SHOP DRAWINGS

- a. All required shop drawings, machinery, details, layout drawings, etc. shall be submitted to the Designer or DPW for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk and expense, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved, and no claim by the Contractor for extension of the Contract time will be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price

and/or time. Otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing is in accord with the Contractor or involves only a minor adjustment in the interest of DPW not involving a change in Contract price or time, the Designer or DPW may approve the drawing. The approval shall be general and shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following: "The modification shown on the attached drawing is approved in the interest of DPW to affect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of DPW under the Contract and surety bond or bonds."

9. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Designer shall decide the question of equality.
- b. The Contractor shall furnish to DPW for approval the manufacturer's detailed specifications for all machinery, mechanical equipment and other equipment articles and materials, together with complete information as to type, performance characteristics, and all other pertinent information. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejections.
- c. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, or a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- f. DPW may require the Contractor to dismiss from the work such employee or employees as, DPW or the Designer may deem incompetent, careless, or insubordinate.

10. SAMPLES

a. The Contractor shall/promptly submit all material and equipment samples called for in the Contract Documents or required by the Designer or DPW. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk and expense, until the required samples have been approved in writing by DPW or the Designer. Any delay in the work caused by late or improper submission of samples for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Designer in passing upon the acceptability of the sample promptly. It shall also state that all materials or equipment furnished for use in the project will comply with the sample.

- b. Approval of any sample shall be general only and shall not constitute a waiver of DPW's right to demand full compliance with Contract requirements. After actual deliveries, the Designer will have such check tests made as he deems necessary in each instance and may reject materials and equipment for cause, even though such materials and equipment have been given general approval. If materials or equipment which fail to meet check tests have been incorporated in the work, the Designer will have the right to cause their removal and replacement by proper materials and equipment or to demand and secure such reparation by the Contractor as is equitable.
- c. Except as otherwise specifically stated in the Contract, the costs of samples and tests will be as follows:
 - (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the Project by the Designer.
 - (2) The Contractor shall assume all costs of retesting materials which fail to meet contract requirement.
 - (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

11. INSPECTION OF THE WORK

- a. All materials and workmanship shall be subject to inspection, examination, and/or testing by DPW or its designated representative. DPW shall have the right to reject defective material and workmanship and require it to be promptly segregated and removed from the Project Area and replaced with materials and workmanship of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected materials and workmanship, DPW may proceed to correct the work itself and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of DPW.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify DPW sufficiently in advance of covering or concealing any work in order to permit proper inspection. If any work is covered or concealed without the

consent of DPW, the Contractor shall uncover and recover such work for inspection at the contractor's expense, when so requested by DPW. Should it be considered necessary or advisable by DPW to examine work already completed and covered, the Contractor shall on request promptly uncover said work. If such work is found to be defective in any important or essential respect the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus an additional amount equal to that allowed for change orders shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- d. Whenever the quantity justifies it, inspections of work may be made at the place of production, manufacture or shipment, in which case, acceptance shall be final, except as regards (1) latent defects, (2) damage or loss in transit; or (3) fraud or such gross mistakes as amount to fraud. Otherwise, inspections of materials shall take place at the Project Site.
- e. No examination, inspection, or testing, by DPW or its agent shall relieve the Contractor or the Contractor's sureties of liability for defective materials or workmanship.
- f. Any inspection party may include one or more HUD representatives and one or more representatives of each department of the City having jurisdiction over the work being inspected.

12. DEDUCTION FOR INCORRECTED WORK

If DPW deems it expedient not to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and DPW. Any dispute regarding such deduction shall be subject to settlement, in case of dispute, as herein provided.

13. CONSTRUCTION SUPERINTENDENT

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. Such representative shall be acceptable to the Design Professional or DPW and shall continue in that capacity for the duration of the job unless he ceases to be on the Contractor's payroll.

14. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as DPW may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in

Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall indemnify and save harmless DPW from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

15. EXISTING UTILITY LINES

Should the Contractor in the execution of his work uncover or discover utility service lines not indicated on the relevant drawings, or that do not show signs of singular service to any existing structures being demolished, the Contractor shall cease work in that area immediately and promptly notify the Public Works Department. Within forty-eight hours, the Public Works Department will inspect the site and issue written instructions to the Contractor. The Contractor shall proceed with only after such written instructions have been received and shall proceed in full compliance with such instructions.

The above mentioned situation or similar circumstances and/or modification if any, shall not relieve the Contractor from his responsibilities in this Contract and also it is without prejudice to any and all rights of DPW covering this said contract and surety or bonds.

16. CARE OF WORK

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by DPW.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and holidays, as necessary, from the time the work is commenced until final completion and acceptance. Sufficient lighting shall be provided to aid in the prevention of injury to passersby or vandalism to the property or other illegal activities.
- c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from DPW is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by DPW. Any compensation claimed by the Contractor on account of such emergency work will be determined by DPW as provided in the Section CHANGES IN THE WORK.
- d. The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc. and the Contractor shall at its own expense completely repair any damage thereto caused by its operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structure adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other

operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of work. The Contractor shall indemnify and save harmless the City of Somerville and/or DPW from any liability for damages on account of settlement or the loss of lateral support of adjoining property resulting from the Contractor's failure to comply with this section.

17. WEATHER PROTECTION

- a. In the event of temporary suspension of work, during inclement weather, the Contractor will carefully protect and will cause his subcontractors to carefully protect all work and materials against damage or injury from the weather. If, in the opinion of the Design Professional or DPW, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect the work, such work or materials shall be removed and replaced at the expense of the Contractor.
- b. It is the intent of these Specifications to require that, in all Chapter 149, s. 94A contracts, the General Contractor shall provide temporary enclosures and heat to permit construction work to be carried on during the months of November through March in compliance with M.G.L. Chapter 149, Section 44D (G). These Specifications are not to be construed as requiring enclosures or heat for operations that are not economically feasible to protect in the judgment of DPW. Included in the preceding category, without limitation, are such items as site work, excavation, pile driving, steel erection, erection of certain "exterior" wall panels, roofing, and similar operation:
- (1) "WEATHER PROTECTION" shall mean the temporary protection of that work adversely affected by moisture, wind and cold, by covering, enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Design Professional and consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations. The General Contractor shall furnish and install all "Weather Protection" material and be responsible for all costs, including heating required to maintain a minimum temperature of 40 degrees F, at the working surface. This provision does not supersede any specific requirements for methods of construction, curing of materials or the applicable General Conditions set forth in the Contract Articles with added regard to performance obligations of the Contractor.
- (2) Within 30 calendar days after his award of contract, the General Contractor shall submit in writing to DPW for approval, three copies of his proposed methods for "Weather Protection".
- (3) Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices. Heating devices which may cause damage to finish surfaces shall not be used.
- (4) The General Contractor shall furnish and install one accurate Fahrenheit thermometer at each work area as designated by the Designer. However, one additional accurate

Fahrenheit thermometer shall be provided for every 2,000 square feet of floor space where the work areas exceed 2,000 square feet.

18. SANITARY FACILITIES

The Contractor shall furnish, install and/or maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations. Nothing in this Section shall be construed as forbidding the use of facilities available in existing buildings on the job site if they meet the above requirements and the use of them will not interfere with the progress of the work.

19. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- a. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- b. to place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- c. to clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- d. before final payment to remove all surplus material, false work, temporary structure, including foundations thereof, plant of any description and debris of every nature resulting from this operations, and to put the site in a neat, orderly condition.
- e. to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Design Professional or DPW not to cut or otherwise work of any other contractor.

20. COORDINATION WITH OTHER CONTRACTORS

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Design Professional or DPW immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work

progressing on the site and failure to give notice of lack of progress of defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

21. QUANTITIES OR ESTIMATES

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by DPW to complete the work contemplated by the contract, nor shall any such increases or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

22. DISPUTES

- a. All disputes arising under this Contract or its interpretation, whether involving law of fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to DPW for decision. All papers pertaining to claims shall state the facts surrounding the claims in sufficient detail to identify the claim, with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by DPW of notice thereof.
- b. The Contractor shall submit proof of the Contractor's claim in detail. Each decision by DPW will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested.
- c. If the Contractor does not agree with DPW's decision the Contractor shall not delay the work, but shall notify DPW promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

23. LAND AND RIGHTS-OF-WAY

Prior to the start of construction, DPW shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

24. WARRANTY OF TITLE

No material, supplies, or equipment to be installed as part of the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and, upon completion of all work, shall deliver the same to DPW free from any claims, liens, or charges. Neither the Contractor nor any person, furnishing any material or

labor for any work covered by this Contract shall have any right to a lien. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection, or to recover under any laws permitting such persons to look to funds due the Contractor in the hands of DPW. The provisions of this paragraph shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

25. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by DPW shall constitute any acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. DPW will give notice of observed defects with reasonable promptness.

26. REVIEW OF RECORDS

DPW, its authorized representative and agents and the HUD Representative for the Secretary shall, at all times have access to and be permitted to observe and review all work materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by DPW through its authorized representatives or agents.

DPW/CITY OF SOMERVILLE CONTRACT

CDBG/CONSTRUCTION

INSURANCE REQUIREMENTS

The Vendor/Contractor shall maintain in full force and effect during the duration of this contract insurance issued by companies qualified to do business in the Commonwealth of Massachusetts, as follows:

a) COMMERCIAL GENERAL LIABILITY, in primary amounts not less than:

\$ <u>2,000,000.00</u> per occurrence \$ 2,000,000.00 aggregate

b) AUTOMOBILE LIABILITY, including the use of all vehicles owned, leased, hired or borrowed, with limits not less than \$ 2,000,000.00 combined single limit covering work performed under this contract.

c) WORKER?S COMPENSATION, statutory coverage as provided by General Laws, Chapter 152, as amended.

The Vendor/Contractor shall deposit with City certificates of insurance for such coverage in form and substance satisfactory to the City, naming the City as an additional insured, and shall deliver to the City new policies or certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the City prior to cancellation or change in coverage, scope or amount of any such policy or policies. The Vendor/Contractor shall furnish the City with the name and telephone number of the insurance agent and with copies of the insurance policies and endorsements. The Vendor/Contractor shall submit all changes or alterations in the policies to the City for its approval.