

**CITY OF SOMERVILLE MASSACHUSETTS  
SOMERVILLE CITY HALL  
93 HIGHLAND AVENUE  
SOMERVILLE, MA 02143**

**BIDDING INSTRUCTIONS FOR  
2014 FALL TREE PLANTING AND RELATED SERVICES  
Bid No. 15-14**

**Enclosed you will find an invitation to bid for:** Qualified Tree Planting Contractors for the Fall Tree planting program 2014, including all labor, fuel charges, materials, and equipment specified.

When submitting bid, please identify the bid item and number clearly. The bid forms to submit to the City include all of the information in **Appendix A**, and the signed Notice to Bidders located the beginning of this bid package.

All bids must be sealed and delivered to 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 **“Fall Tree Planting 2014”** on the bid envelope.

**BIDS SUBMITTED MUST BE AN ORIGINAL.**

The completion of the forms provided and listed in **Appendix A** is necessary for consideration of a potential contract award. When submitting bid documents, please refer to the Bidder's Checklist and retain the order of documents as originally provided.

City Hall hours: doors open daily at 8:30 a.m. and close at 4:30 p.m. Monday through Wednesday, 7:30 p.m. on Thursdays and 12:30 p.m. on Fridays.

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 #15-14**

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

- SECTION A.           Sealed bids for: **Fall Tree Planting and Related Services 2014**. The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **Tuesday, September 30, 2014 at 11:00 AM** 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, September 10, 2014**.
- SECTION C.           Bid envelopes shall be clearly marked as follows: "**Bid No: 15-14, Bid for 2014 Fall Tree Planting and Related Services 2014**"
- 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.           **Required Forms:** The City of Somerville requires all bidders to sign certain forms and submit them with the bid. All of these required forms can be found in **Appendix A** to this IFB.
- SECTION G.           The requirements in Section **E or F** will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
- SECTION H.           The higher of Prevailing and/or Davis Bacon wages apply to this bid and current rates are attached in Appendix B.
- SECTION I.           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. 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 J.           A Payment and a Performance Bond in the amount of 100% of the total contract price will be required by the City.

SECTION K. The Purchasing Director reserves the right to accept or reject any or all bids, to waive any minor informality, 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 L. The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within twenty (20) working days of receipt of contract.

SECTION M. The Vendor must certify that all employees to be provided have successfully completed at least ten (10) hours of OSHA approved training in Construction Safety and Health.

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Tel. No: \_\_\_\_\_ Fax: \_\_\_\_\_

**City of Somerville**

**Invitation for Bids for**

**2014 Fall Tree Planting  
Bid No. 15-14**

**I. General Information and Bid Submission Requirements**

**Rule for Award**

One contract will be awarded to the responsible and eligible bidder offering the lowest total bid price for the three-year contract.

**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 Tuesday, September 30, 2014.**

One (1) original should be submitted. Bids must be sealed and marked as follows: **“Bid for 2014 Fall Tree Planting and Related Services, Bid No. 15-14”.**

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. 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 and performance bond in the amount of 100% of the total contract price is required upon contract award.

#### Prevailing / Davis Bacon Wage Requirements

Bidders will be required to comply with the higher of Prevailing and/or Davis Bacon Wage Laws, M.G.L. c. 30,39M. The applicable prevailing wage rates are attached (Appendix B).

Notwithstanding anything to the contrary in Articles of the General Conditions (included in the Contract) the City may, in its sole discretion withhold payment from the General Contractor with respect to a given application for payment unless the City has in its possession payroll records that are complete, accurate, and current as of the date of said application for payment. Payment by the City on one or more occasions in the absence of the General Contractor's compliance with this section shall not constitute a waiver of the City's right to withhold payment for noncompliance on other occasions.

The General Contractor shall submit payroll information on a weekly basis in a format approved by the City (form attached) 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). The General Contractor shall submit these forms to: The Green Infrastructure Planner. The City will take an active role 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 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.

#### Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB. 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: Angela M. Allen, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, **before 12:00 noon on Wednesday, September 17, 2014**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to [anosnik@somervillema.gov](mailto:anosnik@somervillema.gov). Requests via email are preferred. Written responses will be emailed to all bidders on record as having picked up the IFB, and they will be posted on the City's website:

<http://www.somervillema.gov/departments/finance/purchasing/bids> along with the other bid documents

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.

#### Unforeseen Office Closure

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**

### **Scope of Work**

**Project Description:** The City of Somerville (the City) through the Office of Strategic Planning and Community Development (OSPCD), seeks bids from qualified tree planting contractors for the City of Somerville Fall 2014 Street Tree Planting Program, consisting of the planting of individual trees on city owned property over the time period of one year.

In addition to planting, contractors are responsible for watering the new trees for three full summer seasons after the initial planting. Watering must be adequate to maintain the health and life of the tree regardless of weather conditions. Contractors must also use “deep watering practices” to encourage root systems to grow deeper into the soil.

**Tree Location, Type and Size:** The list of targeted streets will be selected sometime shortly before the start of work.

The size of the trees to be planted must be a minimum of 3”, preferably 5”, in caliper at DBH.

The exact number of each tree species planted will depend upon such factors such as the availability and quality of the trees, the suitability of proposed planting locations, current tree inventory (see below), and individual property owner requests.

To promote biodiversity across the City, maple and pear tree species will be avoided in plantings. Currently the Norway Maple and Callery Pear comprise approximately 30% and 23% of the entire City’s population.

**Special Provisions:**

1. The Contractor’s work shall be done in a high-quality manner and performance thereof and all materials and facilities furnished by him/her shall be to the satisfaction of the Green Infrastructure Planner.
2. The Contractor shall perform the tree planting excavations and installation work with a Bobcat to minimize damage to City sidewalks, interference with traffic, and to allow the Contractor to work around parked vehicles. Use of a backhoe is prohibited unless approved in writing by the City.
3. Any tree which falls, is dropped on, or otherwise hits any hard surface with impact in the course of loading, transporting, unloading, or planting, shall be replaced with a new tree at no cost to the City.
4. A minimum of 25 trees shall be planted per working day, unless otherwise agreed to by the City. The Contractor shall have available for use a delivery truck/trailer capable of carrying at least 25 trees per trip.
5. The schedule for each day’s planting activities will be left (by phone, email, or in person) with the project manager, at no later than 4:30 PM two days prior.
6. The contractor shall have at his disposal a watering truck with a minimum capacity of 300 gallons.
7. The contractor shall employ a Massachusetts Registered Landscape Architect or Massachusetts Certified Arborist or Certified Nurseryman specifically to supervise the work of this contract. Supervisor will be present at all times while trees are being installed.
8. The Contractor shall have a jackhammer and other equipment appropriate for making saw cuts and excavating treewells.
9. Before starting the work and from time to time during the project's progress, as the Green Infrastructure Planner may request, the contractor shall submit to him/her or them a

written description of the methods he/she plans to use in doing the work and the various steps he/she intends to take.

10. The contractor shall cooperate with any other contractors, utility companies and/or City of Somerville that may be working at or near this project's work site covered by this contract. The City's Green Infrastructure Planner will work with City officials to determine the respective rights of the parties involved and their decisions shall be final.
11. Vendor must provide a list of tree species to the City and the list must be approved before any plantings begin.
12. All tree pits within a Somerville sidewalk must leave 3 feet of passable space on one side to meet ADA requirements. Before cutting a tree pit in the sidewalk the vendor must double check that the 3 feet minimum requirement will be met.

## **Plant Materials:**

### **A. Trees:**

1. **Nursery Grown:** Trees shall be nursery grown in New England, New York, or New Jersey whose climatic conditions are similar to Somerville, MA.
2. **Digging and Ball & Burlapped Trees:** Trees must be freshly dug for those trees planted in the Fall 2014. No bare root trees are allowed.
3. **Planting Season:** Trees shall be planted only during the following time periods: October 1 thru December 30, unless written permission is received from OSPCD to plant outside this time period.
4. **Tree Form, Health & Physical Condition:** Trees shall meet the following requirements:
  - a) Shape and form that is characteristic of the tree species; heavily branched with an even branch distribution; the lowest tree branch shall be at least 8 feet high unless otherwise approved by OSPCD, Foliage on all branches that is of normal color, size and density; and a strong, straight distinct leader.
  - b) Trees shall be healthy and vigorous growing; free of physical defects (i.e. sunscald, bark abrasions, large old pruning cuts, decay, disease, insects, pests, borers, eggs or larvae, and other forms of infestations or objectionable disfigurements).
5. **Correct Species and Variety:** Trees shall be the species and variety specified. No substitutions shall be made without written approval from the City. The Contractor shall certify in writing, along with documentation from the tree nursery, that the trees planted are in fact the species and cultivars specified.
6. **Tree Caliper:** Trees shall be a minimum of three to three and a half inch (3-3 ½") caliper at DBH or larger.
7. **Substitutions will not be permitted.** If however, proof is submitted that a plant(s) is not obtainable or does not meet requirements of specification, use of nearest equivalent size or variety will be considered. Plants larger than specified may be used at no increase in cost. Proposed substitutions must receive the written approval of the Green Infrastructure Planner. When sources for plants are located



by the City Arborist or OSPCD, there will be no substitutions and those sources will be used.

**Planting Soil Mix:**

1. **Topsoil:** shall be clean natural loam soil free of stones greater than one inch in diameter in the longest dimension, earth clods, plant parts, debris and other foreign matter. The topsoil shall possess from 3% to 20% organic matter and have a PH value of 4.5 to 6.5.
2. **Reuse of Existing Soil:** Wherever possible, existing soil excavated from the tree wells shall be reused. The soil shall be carefully inspected and all debris, stones greater than 1" in diameter in the longest dimension, clay/stained soils, and other unsuitable planting materials shall be removed.
3. **Planting Soil Mix** shall be composed of 1/3 topsoil and 2/3 existing soil. However, if existing soil is unsuitable for tree planting, contractor shall use 2/3 topsoil and 1/3 sphagnum peat moss.

**Fertilization:**

Each tree will be fertilized with slow-release "Osmocote 14-14-14", and shall be applied according to manufacturer's specifications. Over fertilizing should be avoided, and it should be well incorporated into the soil.

**Guying, Staking, Wrapping and Tree Guard:**

1. **Tree Stakes:** Stakes shall be 10-feet long, 2" in diameter, and made of 0.069 gauge galvanized steel. The Contractor shall remove and reuse tree stakes that are on existing trees in the City. The City shall provide the Contractor with a list of locations where stakes are to be removed for reuse. When removing the stakes, the Contractor shall also remove the guy wires and wrapping. (The City stakes are 10-feet long, 2" O.D. and made of 0.069 gauge galvanized steel). In addition to the City stakes, which the Contractor is reusing, the Contractor shall supply and install all additional tree stakes requested in item #4 of the bid price form, at the unit price set forth in the bid price form.
2. **Staking:** Each tree shall have two tree stakes that are driven, not placed, 3' into the ground and drawn vertical. No more than 7' of any given stake shall be exposed aboveground and the stakes shall be sturdy after installation.
3. **Guying Materials:** Guy wire shall be pliable, galvanized steel, or twisted strands of galvanized soft wire. A rubber hose encasement of sufficient length (10") to protect the circumference of the stem, shall be installed on the portion of the guy wire that wraps around the tree. Where possible, guy wires should be placed 7' above the ground and double wrapped around the pipe to prevent the wire from sliding down.
4. **Timing:** All trees should be guyed and staked on the day of installation.

**Aeration/Watering Tubes:**

1. Contractor shall provide watering tubes as detailed. Locate and install one tube per tree as detailed or directed by the City of Somerville's representative, the tube will be a perforated PVC Pipe capable of fitting around the outside middle part of the root ball and attached to a 18" vertical tube made of the same material. Tube material shall be made of 20 gauge 4" diameter by 18" long piece of perforated PVC Pipe (ASTM D-2729, 3,000 lbs. Crush MI BP – 2), or approved equivalent. The vertical tube shall be filled with  $\frac{3}{4}$  crushed stone and wrapped with an approved soil separator fabric. The top shall be secured with an integrated slotted grate cover, secured with two  $\frac{1}{4}$ " by  $\frac{3}{4}$ " self-tapping stainless steel screws.\*  
Contractor shall provide sample of complete watering tube for approval. Note: The Vertical tube shall be no higher than the mulch which surrounds it.  
\* May substitute 5" length of wire to secure cover.

**Bark Mulch:**

Use shredded bark mulch 3" in depth at the cuticle of the plant pit tapering to 1" in depth at the root flare.

1. Shall be uniform in color
2. Insect and disease free of anything that would be harmful to all trees being installed.
3. The shredded pine bark mulch material shall not have an unpleasant odor to it.
4. Prior to the contractor ordering shredded pine bark mulch material, the contractor shall submit to the Green Infrastructure Planner serving as the City's Project Manager, at the contractor's expense, one cubic foot sample of the shredded pine bark mulch material. The contractor shall not order any delivery of the shredded pine bark mulch material until the contractor's sample has been inspected and approved by the Green Infrastructure Planner.
5. If the City disapproves of the sample submitted by the contractor, then the contractor shall continue at no expense to the City, to obtain other sources of pine bark mulch material as specified until the contractor's sample of such material, meets with the Green Infrastructure Planner's approval.

**Herbicides, Pesticides, Fungicides and Anti-Desiccants:**

The Contractor shall obtain written approval from the City before using Herbicides, Pesticides, Fungicides and Anti-Desiccants.

**Water:**

Water, hose and other watering equipment shall be furnished by the Contractor. At no time shall the Contractor use or seek to use water from private property owners. The Contractor may get water from the DPW Yard, but must notify the Project Manager a day before such water is needed. AT NO TIME will City hydrants be used for watering.

1. The Contractor shall provide the City with a schedule of watering which

- will be performed showing which plants will be watered during the establishment/warranty period.
2. Each tree will be watered by the vendor for three consecutive summer seasons after the initial planting.
  3. Water shall be free from impurities injurious to plant growth.
  4. After bringing soil in the tree well to grade and forming the planting saucer, thoroughly soak the tree well by repeatedly filling the tree well with water to the full depth of the saucer, allowing the water to completely percolate into the soil between fillings.
  5. The Contractor shall, at its expense, make all arrangements to furnish necessary water at least once a week to all newly planted trees throughout the planting operation unless otherwise noted by the Green Infrastructure Planner.
  6. The watering crew is to report to the City designated Project Manager, by phone or in person as to the locations they will be watering that day.
  7. All tree work injured or damaged due to lack of water, or the use of too much water, shall be the Contractor's responsibility to correct.
  8. The Contractor is to provide a watering truck and water as outlined in the equipment section and materials and supplies section.

**Material Quality Assurance:**

All materials used shall be those specified herein. If a certain material is not available, the Contractor shall submit written notice to the City (along with any supporting information) for use as a substitute, equivalent material. No substitutions will be allowed without express written approval from the City. The City shall inspect all materials and work during construction for compliance with specified material requirements. After completion of construction and the request to accept work, the Contractor shall submit to the City a written certification stating that all materials and workmanship complies with the specified material and workmanship requirements. Contractor shall include documentation (i.e. shipping invoices) from the tree nursery which states the size, species and quantities of trees shipped for the project.

**Tree Planting Locations and Plant List:**

The City shall provide the Contractor with a list of all proposed street tree planting locations, including the street address of all planting locations; the number and type of tree(s) to be planted at each location; whether or not a sidewalk sawcut is necessary; and relevant notes or comments. Each proposed street tree planting location will have been visually inspected by the City and marked with a specific mark that will have been spray painted on the sidewalk and curb.

**Signage:**

Contractor must post "no-parking" signs at least 24 hours around any new tree site before beginning any construction. All signs must be purchased from Somerville Traffic and Parking and may not be reused.

**Selection and Tagging of Trees:**

Trees shall be selected and tagged by the City prior to the planting. After receiving the City's proposed tree planting list, the Contractor shall immediately place the tree order and make

arrangements for the City to tag the trees at the selected tree nursery. Any problem as to the availability of a tree species shall immediately be brought to the attention of the City. The City will not approve any changes to the tree species unless it can be shown that a specific tree species is not available at any nursery in New England, New York and New Jersey.

The Contractor shall pay all expenses incurred in sending one City representative to the tree nursery to tag the trees. For short tree tagging trips (less than 2 ½ hours one-way), the City representative will use his/her own vehicle. The Contractor shall pay for mileage (using the City's current per mile reimbursement; which at this time is 30 cents per mile) and tolls. For longer distance trips (greater than 2 ½ hours one-way), the City has the option to rent a vehicle and stay overnight. In such instances, the Contractor will pay for car rentals, tolls, and overnight lodging and meal expenses. The City will make every effort to minimize tree tagging expenses.

At the tree nursery, the City will tag the trees with its own plastic, theft proof tags. The tagging of trees at the nursery does not preclude the City's right to reject the trees at time of delivery or planting if they do not meet the tree specifications. Any tree delivered without the City's tree tag will be rejected.

#### **Tree Digging and Delivery:**

Trees shall not be dug at the nursery until the Contractor is ready to transport them to the planting sites or any temporary storage/construction staging area. All trees must be freshly dug.

Trees shall be transported in a manner that ensures the health and physical condition of the trees. Upon arrival at the temporary storage or planting site location, the trees shall be inspected by the City. Evidence of inadequate protection following digging; carelessness while in transit; improper handling or storage; and non-compliance with the specifications concerning tree health, form and physical condition shall be cause for rejection.

Approved plant locations shall be marked by the City. Contractor to have planting locations checked by Dig-Safe for utility conflicts before any excavation or pavement removal is started.

#### **Temporary Tree Storage:**

The Contractor shall be responsible for furnishing and/or leasing any temporary storage or construction staging area required for this project. While in temporary storage, the trees shall be kept moist and stored in a compacted group with mulch placed around and between the balls so they are completely covered. The method of storage must be acceptable to the City. City may inspect the temporary storage area, upon notifications to the Contractor.

#### **Handling of Trees:**

The Contractor shall take care in the handling of trees to avoid breaking branches, scraping bark, bruising trunk, and/or damaging the root ball. Evidence of such damage shall render the individual tree unacceptable to the City.

1. Plants shall be handled and transported so as to prevent damage of any sort including but not limited to breakage of branches, scraped or bruised trunk, or broken root ball and roots.

2. Plants shall be protected during storage and transportation by watering, covering, as necessary to ensure their continued health and viability.
3. When plants cannot be transported and planted immediately upon being dug they shall be stored and protected from desiccation and extremes in temperature by being heeled-in, watered, and covered.
4. Special care shall be taken to insure that the roots of bare root and balled and burlap trees are not damaged and allowed to dry out during the course of a work day.
5. Bare root and balled and burlap trees are to be removed from the City's holding area on a daily bases. Only the plants that can be planted in the course of a normal work day should be removed from the holding area.
6. Bare root and balled and burlap trees are held in a woodchip mulch while waiting to be planted and are watered regularly to maintain root health. The Contractor will be expected to remove the trees from this mulch prior to bringing the plants to the planting location. Care shall be taken to not damage any of the roots during the removal process. Damaged roots/ plants will be the responsibility of the Contractor.
7. The City will work with the Contractor to determine the best method to insure that the roots of bare root and balled and burlap trees are not damaged and do not dry out during the course of the planting process.
8. It is expected that bare root trees removed from the woodchip mulch will be immediately placed in large plastic bags provided by the City and left in these bags until immediately before installation.
9. Bare root and balled and burlap trees are to be placed on a trailer, truck or other equipment gently and in a manner that does not damage any portion of the tree. Once placed they are to be covered in such a manner that sun light does not shine on the roots of the plant and the branches are protected from wind damage.
10. At no time shall the roots of bare root and balled and burlap trees be exposed to direct sunlight, wind and drying out. Plants are to be covered immediately after removal from the woodchip mulch and not uncovered until immediately prior to installation. While sitting waiting to be installed plants and associated roots must be covered and protected from light and drying out.
11. Periodically throughout the day the roots of bare root trees are to be misted with water. The frequency for this misting will be determined by the Project Manager based on current weather conditions and plant needs.
12. If it is determined that poor handling and neglect has caused a plant to die or not establish the Contractor shall be responsible for the cost of replacing the plant including the cost of purchase, cost to remove dead plant and cost to install new plant. As well as potential contract termination.

### **Establishment/Warranty Period**

Tree care shall begin immediately after each plant is planted to ensure the viability of the tree throughout the Establishment Period and shall include, but is not limited to, the following throughout the Establishment Period.

1. straightening
2. watering
3. mulch replacement

4. weeding
5. pruning
6. treating for insect pests and diseases

### **Pruning**

1. During the Establishment/Warranty period the pruning of plants shall consist of removing dead or injured branches and removing interfering branches, etc. Never cut a leader or "turkey tail"; trim lateral branches.
2. Care shall be taken to preserve the natural shape and character of the various plants.
3. All pruning shall be performed by qualified personnel with tools and equipment specifically designed for the type of pruning work to be performed.
4. Contractor is to encourage apical dominance by removing co-dominant leaders as required leaving only *one* central leader.
5. Pruning shall be performed whether immediately before or within forty-eight (48) hours after the trees are set in.
6. When, in the opinion of the City Arborist or OSPCD, trees have been weakened by failure to prune within the forty-eight (48) hour period, or where pruning has been improperly done throughout the establishment period, and then the City Arborist or OSPCD may order remedial measures to be taken or rejection of such trees.
7. Transplant pruning should be limited to removal of dead, broken, diseased, or interfering branches.
8. Leave small shoots along the trunk for later removal.
9. Protect the trunk from 'sunburn'.
10. Aid in development of proper trunk taper.
11. Leave as many terminal buds as possible.
12. Stimulate root growth triggered by hormones in these buds.

### **Police Detail:**

The City requires police detail during all construction and installation of trees. Police details are to be paid by the Contractor, who will then be reimbursed by the City upon request and with proper documentation of the paid police detail expenses. The Contractor will not be paid any administrative or interest costs associated with police details. An allowance for police details is included in the bid price. Contractor shall pay police traffic detail bills within 14 days of receipt to avoid a 10% late payment surcharge. The City will not pay any late charges.

### **Contract Term Length**

The contract will remain in effect from November 2014 for 36 months from the effective date. The first year includes tree planting and related watering, and two additional years of watering. The fall tree planting period will be from November 2014 through December 2014.

The contract will be awarded to the responsible and eligible bidder offering the lowest total bid for the three-year contract.

### **Price Submission**

The Bidder is expected to provide a total project price, indicating the unit prices as outlined on the price submission page (Appendix A).

All prices must include travel time, labor, fuel costs, delivery, and any other additional costs not provided for on the bid price sheet.

### **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 Contractor warrants that, **for three summers**, after the date of initial acceptance of each tree, such tree shall remain in a healthy and vigorous growing condition. Any replacement tree shall be planted in accordance with the specifications herein, and there shall be a similar warranty on replacement trees for a period of three summers, from the date of initial acceptance of the replacement tree. This warranty shall not be deemed to cover trees or planting materials damaged or destroyed by acts of vandalism, motor vehicle accidents, or severe weather conditions beyond those customary in New England (such as hurricane force winds, unusually heavy or icy snows, hail, tornadoes, or the like).

The bidder guarantees that upon inspection, any defective or inferior Supplies (trees) 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.

### **Invoicing**

Vendor will mail an invoice to the ordering department (see Scope of Services) after completion and delivery of the project.

### **Payment**

Bidders agree that, if awarded a contract, the awarded Vendor will agree to accept payment electronically through the City’s electronic payment program.

### **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.

### **Other Requirements**

#### **General**

The work to be performed under this contract consists of furnishing labor, materials, and equipment for the specified Fall Tree Planting for the City of Somerville, in various locations.

#### **Examination of Property**

The contractor shall fully inform himself of the existing conditions where the work is to be done. All site visits will be by appointment only. Arrangements will be made with the Green Infrastructure Planner, who will function as the City’s overall Project Manager for this tree program.

**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.

**Experience**

The contractor must have been conducting business under the same name for a minimum of five (5) years and have successfully completed a minimum of three (3) publicly bid street tree plantings, at least one of which must be of equivalent magnitude to the project in this Invitation for Bid.

**Response Time**

The contractor must respond within forty-eight hours when issued a notice to proceed 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:	as required by General Law
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 Street Tree planting services have been provided. Include contact person and telephone number along with company name and address.



## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **Appendix A**

### **Required Bid Package Forms**

**Please complete all of the following forms, starting with the bidders' checklist, and submit these forms as your bid document.**

#### **1. Required Submissions (included with response)**

- a.** Bidders Checklist
- b.** Quality Requirements Form
- c.** Reference Sheet
- d.** Non-Collusion & Tax Compliance Form
- e.** Certificate of Signature Authority
- f.** Somerville Living Wage Ordinance Form
- g.** Vendor TIN Certification Form
- h.** Notice to Bidders
- i.** Price Form
- j.** Prevailing Wage Compliance Form (see applicable wages in Appendix B)

#### **2. Required Submissions (to be provided post award)**

- a.** Certificate of Good Standing (specifications/instructions included herein)
- b.** Insurance Certificate (specifications/instructions included herein)

**Fall Tree Planting and Related Services 2014**  
**IFB # 15-14**

**BIDDERS CHECKLIST**

- \_\_\_\_\_ Bidder's Checklist
- \_\_\_\_\_ Price Form
- \_\_\_\_\_ Quality Requirements/Minimum Selection Criteria
- \_\_\_\_\_ Prevailing Wage Compliance Form (see Appendix B)
- \_\_\_\_\_ Somerville Living Wage Form
- \_\_\_\_\_ Certificate of Non-Collusion and Tax Compliance
- \_\_\_\_\_ Certificate of Signature Authority
- \_\_\_\_\_ Vendor TIN Certification Form
- \_\_\_\_\_ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- \_\_\_\_\_ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)
- \_\_\_\_\_ Reference Form (or equivalent may be attached)
- \_\_\_\_\_ Documentation of OSHA compliance
- \_\_\_\_\_ Notice to Bidders (from introductory pages of this IFB – to be signed by authorized signatory of bidder and submitted with sealed bid)
- \_\_\_\_\_ 5% Statutory Bid Bond or Guaranty  
(place-holder – bidders to insert document here)

## **PRICE SUBMISSION FORM**

### **Rule for Award**

One contract will be awarded to the responsible and eligible bidder offering the lowest total bid price for the three-year contract.

### **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.

<b>Fall Tree Planting and Related Services, 2014</b>		<b>36 months 11/2014 – 10/2016*</b>
	<b>Qty</b>	<b>Unit Price</b>
1. Tree Planting Supply Plant 3"-3 1/2" Caliper tree	65	
2. Sidewalk Treewell Construction sawcut 5'x3' in concrete or asphalt sidewalk & dispose of material	65 cuts	
3. Police Traffic Detail \$400.00 per day	22 days	
4. Posting of No Parking Signs	22 days	
5. Tree Stakes Supply and Install	130 (2 per tree)	
6. Watering/Maintenance 3 summers	3	
7. Aeration/Watering Tubes	65	
8. Removal of Trees (3"-5") caliper	30	
<b>Total Fee for 36-Month Contract:</b>		

\*Includes one year tree planting and watering and two additional years of watering.

**\*\*Please include a separate unit pricing, per tree type, along with this pricing sheet\*\***

Name of Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

ADDENDA #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ACKNOWLEDGED

Failure to acknowledge receipt of addenda may result in your bid being rejected.



### **Quality Requirements**

*Please respond to the following questions. A negative response to any of the following non-optional questions will automatically disqualify the vendor.*

	Yes	No
The Contractor has been established in business for at least 5 years?		
The Contractor has completed a minimum of three (3) publicly bid street tree projects within the last six (6) years, with a contract value of at least \$75,000.00 per contract?		
The Contractor is able to meet all specifications within the scope of services provided?		
The Contractor warrants that for <b>three summers</b> , after the date of initial acceptance of each tree, the tree will remain in a healthy and vigorous growing condition; and if not, a replacement will be provided?		
The Contractor accepts the tree watering plan, as outlined in the specifications, and will continue the tree watering maintenance for three summers, after the date of initial acceptance of each tree?		
Can the vendor certify that all employees to be provided, have successfully completed at least ten (10) hours of OSHA approved training in Construction Safety and Health.		
<b>Optional:</b> Vendor: Are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

Form:\_\_\_\_\_  
Contract Number:\_\_\_\_\_

CITY OF SOMERVILLE

Rev. 08/01/12



## **Non-Collusion Form and Tax Compliance Certification**

**Instructions:** 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.

**Signature:** \_\_\_\_\_  
(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:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

**Name of Business or Entity:** \_\_\_\_\_

**Social Security Number or Federal Tax ID#:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## **Certificate of Authority (Limited Liability Companies Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

\_\_\_\_\_,  
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

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.
4. I hereby certify that each of the following individual(s) is:
- a member/manager of the LLC;
  - duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
  - duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
  - that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Title:**\_\_\_\_\_

**Date:** \_\_\_\_\_



## **Certificate of Authority (Corporations Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

\_\_\_\_\_  
**(Insert Full Name of Corporation)**

2. I hereby certify that the following individual \_\_\_\_\_  
**(Insert the Name of Officer who Signed the Contract and Bonds)**

is the duly elected \_\_\_\_\_ of said Corporation.  
**(Insert the Title of the Officer in Line 2)**

3. I hereby certify that on \_\_\_\_\_  
**(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)**

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

\_\_\_\_\_  
**(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)**

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

4. **ATTEST:**

**Signature:** \_\_\_\_\_  
**(Clerk or Secretary)**

**AFFIX CORPORATE SEAL HERE**

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
**(Date Must Be on or after Date Officer Signed Contract/Bonds)**



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

**Instructions:** 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.**

**Purpose:** 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.

**Definition of "Living Wage":** 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

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\* 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 evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

**CERTIFIED BY:**

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

**Title:** \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**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.



## CITY OF SOMERVILLE, MASSACHUSETTS

**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

---

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143  
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344  
[www.somervillema.gov](http://www.somervillema.gov)





## 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:

### STATEMENT OF COMPLIANCE

\_\_\_\_\_, 20\_\_\_\_\_

I, \_\_\_\_\_,  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by  
\_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body)

(Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

## REFERENCE FORM

Bidder: \_\_\_\_\_

### **IFB Title: # 15-14 –Fall Tree Planting and Related Services 2014**

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

Address:\_\_\_\_\_ Phone:\_\_\_\_\_

\_\_\_\_\_ Email:\_\_\_\_\_

Description and date(s) of supplies or services provided:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

Address:\_\_\_\_\_ Phone:\_\_\_\_\_

\_\_\_\_\_ Email:\_\_\_\_\_

Description and date(s) of supplies or services provided:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

Address:\_\_\_\_\_ Phone:\_\_\_\_\_

\_\_\_\_\_ Email:\_\_\_\_\_

Description and date(s) of supplies or services provided:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Documentation of OSHA compliance  
(to be inserted by bidder)**

## **CERTIFICATE OF GOOD STANDING**

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at: [www.sec.state.ma.us/corp/certificates/certificate\\_request.asp](http://www.sec.state.ma.us/corp/certificates/certificate_request.asp)

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

### **IMPORTANT NOTICE**

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

## **INSURANCE SPECIFICATIONS**

### **INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

**A. GENERAL LIABILITY - Comprehensive Form**

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

**B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT  
PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN  
THE AMOUNT AS LISTED BELOW:**

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

**C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:**

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.

**Certificate Should Be Made Out To:**

**City Of Somerville  
Purchasing Department  
93 Highland Avenue  
Somerville, Ma. 02143**

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **Appendix B**

Prevailing / Davis Bacon Wages and Payroll Report Form

# MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:		Phone No.:		Payroll No.:																
Employer's Signature:		Title:		Contract No.:		Tax Payer ID No.:																
Awarding Authority's Name:		Public Works Project Name:		Public Works Project Location:		Min. Wage Rate Sheet No.:																
General / Prime Contractor's Name:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions																		
Employee Name & Complete Address	Employee is OSHA 10 Certified (?)	Work Classification:	Appr. Rate (%)	Worked							Hours		Project Hours (A)	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	(A x F)		Check No. (H)	
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	All Other Hours	Total Gross Wages (G)							Project Gross Wages			
	<input type="checkbox"/>																					
	<input type="checkbox"/>																					
	<input type="checkbox"/>																					
	<input type="checkbox"/>																					
	<input type="checkbox"/>																					
	<input type="checkbox"/>																					
	<input type="checkbox"/>																					

**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.





DEVAL L. PATRICK  
Governor

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:** IFB 15-14 **City/Town:** SOMERVILLE  
**Description of Work:** The City of Somerville seeks bids from qualified tree planting contractors for the City's Fall 2014 Street Tree Planting Program, consisting of the planting of individual trees on city's property.  
**Job Location:** 93 Highland Ave, Somerville, MA 02413

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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.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	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 <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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 <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	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	\$38.85	\$7.30	\$12.70	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	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
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	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"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	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	\$38.85	\$7.30	\$12.70	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

**Apprentice - BOILERMAKER - Local 29****Effective Date -** 01/01/2010

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

**Notes:****Apprentice to Journeyworker Ratio:1:5**

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2014	\$48.96	\$10.18	\$18.22	\$0.00	\$77.36
BRICKLAYERS LOCAL 3 (BOSTON)	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

**Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Boston****Effective Date -** 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

**Effective Date -** 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.76	\$10.18	\$18.22	\$0.00	\$53.16
2	60	\$29.71	\$10.18	\$18.22	\$0.00	\$58.11
3	70	\$34.66	\$10.18	\$18.22	\$0.00	\$63.06
4	80	\$39.62	\$10.18	\$18.22	\$0.00	\$68.02
5	90	\$44.57	\$10.18	\$18.22	\$0.00	\$72.97

**Notes:****Apprentice to Journeyworker Ratio:1:5**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$35.20	\$7.30	\$12.90	\$0.00	\$55.40
	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
	12/01/2016	\$39.20	\$7.30	\$12.90	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	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
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	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
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	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 <i>CARPENTERS -ZONE 1 (Metro Boston)</i>	09/01/2014	\$41.65	\$9.80	\$16.11	\$0.00	\$67.56
	03/01/2015	\$42.67	\$9.80	\$16.11	\$0.00	\$68.58

**Classification**
**Effective Date**
**Base Wage**
**Health**
**Pension**
**Supplemental  
Unemployment**
**Total Rate**
**Apprentice - CARPENTER - Zone 1 Metro Boston**
**Effective Date - 09/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.83	\$9.80	\$1.57	\$0.00	\$32.20
2	60	\$24.99	\$9.80	\$1.57	\$0.00	\$36.36
3	70	\$29.16	\$9.80	\$11.40	\$0.00	\$50.36
4	75	\$31.24	\$9.80	\$11.40	\$0.00	\$52.44
5	80	\$33.32	\$9.80	\$12.97	\$0.00	\$56.09
6	80	\$33.32	\$9.80	\$12.97	\$0.00	\$56.09
7	90	\$37.49	\$9.80	\$14.54	\$0.00	\$61.83
8	90	\$37.49	\$9.80	\$14.54	\$0.00	\$61.83

**Effective Date - 03/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.34	\$9.80	\$1.57	\$0.00	\$32.71
2	60	\$25.60	\$9.80	\$1.57	\$0.00	\$36.97
3	70	\$29.87	\$9.80	\$11.40	\$0.00	\$51.07
4	75	\$32.00	\$9.80	\$11.40	\$0.00	\$53.20
5	80	\$34.14	\$9.80	\$12.97	\$0.00	\$56.91
6	80	\$34.14	\$9.80	\$12.97	\$0.00	\$56.91
7	90	\$38.40	\$9.80	\$14.54	\$0.00	\$62.74
8	90	\$38.40	\$9.80	\$14.54	\$0.00	\$62.74

**Notes:**
**Apprentice to Journeyworker Ratio:1:5**
**CEMENT MASONRY/PLASTERING**
**BRICKLAYERS LOCAL 3 (BOSTON)**

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

**Classification**

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

**Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Boston)**
**Effective Date - 07/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.89	\$10.90	\$12.21	\$1.30	\$46.30
2	60	\$26.26	\$10.90	\$13.71	\$1.30	\$52.17
3	65	\$28.45	\$10.90	\$14.71	\$1.30	\$55.36
4	70	\$30.64	\$10.90	\$15.71	\$1.30	\$58.55
5	75	\$32.83	\$10.90	\$16.71	\$1.30	\$61.74
6	80	\$35.02	\$10.90	\$17.71	\$1.30	\$64.93
7	90	\$39.39	\$10.90	\$18.71	\$1.30	\$70.30

**Effective Date - 01/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.35	\$10.90	\$12.21	\$1.30	\$46.76
2	60	\$26.81	\$10.90	\$13.71	\$1.30	\$52.72
3	65	\$29.05	\$10.90	\$14.71	\$1.30	\$55.96
4	70	\$31.28	\$10.90	\$15.71	\$1.30	\$59.19
5	75	\$33.52	\$10.90	\$16.71	\$1.30	\$62.43
6	80	\$35.75	\$10.90	\$17.71	\$1.30	\$65.66
7	90	\$40.22	\$10.90	\$18.71	\$1.30	\$71.13

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:3**

CHAIN SAW 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"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$43.49	\$10.00	\$14.20	\$0.00	\$67.69
	06/01/2015	\$44.24	\$10.00	\$14.20	\$0.00	\$68.44
	12/01/2015	\$45.49	\$10.00	\$14.20	\$0.00	\$69.69
	06/01/2016	\$46.24	\$10.00	\$14.20	\$0.00	\$70.44
	12/01/2016	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	06/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
	12/01/2017	\$49.49	\$10.00	\$14.20	\$0.00	\$73.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$14.20	\$0.00	\$53.00
	12/01/2014	\$29.50	\$10.00	\$14.20	\$0.00	\$53.70
	06/01/2015	\$30.02	\$10.00	\$14.20	\$0.00	\$54.22
	12/01/2015	\$30.89	\$10.00	\$14.20	\$0.00	\$55.09
	06/01/2016	\$31.41	\$10.00	\$14.20	\$0.00	\$55.61
	12/01/2016	\$32.28	\$10.00	\$14.20	\$0.00	\$56.48
	06/01/2017	\$32.97	\$10.00	\$14.20	\$0.00	\$57.17
	12/01/2017	\$33.66	\$10.00	\$14.20	\$0.00	\$57.86

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 1</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
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

#### Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.83	\$7.85	\$0.00	\$0.00	\$31.68
2	55	\$26.21	\$7.85	\$3.66	\$0.00	\$37.72
3	60	\$28.60	\$7.85	\$3.99	\$0.00	\$40.44
4	65	\$30.98	\$7.85	\$4.32	\$0.00	\$43.15
5	70	\$33.36	\$7.85	\$14.11	\$0.00	\$55.32
6	75	\$35.75	\$7.85	\$14.44	\$0.00	\$58.04
7	80	\$38.13	\$7.85	\$14.77	\$0.00	\$60.75
8	90	\$42.89	\$7.85	\$15.44	\$0.00	\$66.18

#### Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	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"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 1</i>	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
	12/01/2015	\$37.50	\$7.30	\$12.70	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 1</i>	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	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"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 1</i>	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
	12/01/2015	\$37.50	\$7.30	\$12.70	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	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"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	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 <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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 <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRAWBRIDGE OPERATOR (Construction)	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
<i>ELECTRICIANS LOCAL 103</i>	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54

For apprentice rates see "Apprentice- ELECTRICIAN"

ELECTRICIAN	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
<i>ELECTRICIANS LOCAL 103</i>	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54

**Apprentice - *ELECTRICIAN - Local 103***

**Effective Date - 09/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.92	\$13.00	\$0.54	\$0.00	\$31.46
2	40	\$17.92	\$13.00	\$0.54	\$0.00	\$31.46
3	45	\$20.16	\$13.00	\$11.33	\$0.00	\$44.49
4	45	\$20.16	\$13.00	\$11.33	\$0.00	\$44.49
5	50	\$22.40	\$13.00	\$11.67	\$0.00	\$47.07
6	55	\$24.63	\$13.00	\$12.01	\$0.00	\$49.64
7	60	\$26.87	\$13.00	\$12.35	\$0.00	\$52.22
8	65	\$29.11	\$13.00	\$12.68	\$0.00	\$54.79
9	70	\$31.35	\$13.00	\$13.02	\$0.00	\$57.37
10	75	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95

**Effective Date - 03/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.07	\$13.00	\$0.54	\$0.00	\$31.61
2	40	\$18.07	\$13.00	\$0.54	\$0.00	\$31.61
3	45	\$20.33	\$13.00	\$11.63	\$0.00	\$44.96
4	45	\$20.33	\$13.00	\$11.63	\$0.00	\$44.96
5	50	\$22.59	\$13.00	\$11.97	\$0.00	\$47.56
6	55	\$24.84	\$13.00	\$12.32	\$0.00	\$50.16
7	60	\$27.10	\$13.00	\$12.66	\$0.00	\$52.76
8	65	\$29.36	\$13.00	\$13.00	\$0.00	\$55.36
9	70	\$31.62	\$13.00	\$13.34	\$0.00	\$57.96
10	75	\$33.88	\$13.00	\$13.69	\$0.00	\$60.57

**Notes: :**  
App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

**Apprentice to Journeyworker Ratio:2:3\*\*\***

ELEVATOR CONSTRUCTOR	01/01/2012	\$52.45	\$8.78	\$6.96	\$0.00	\$68.19
<i>ELEVATOR CONSTRUCTORS LOCAL 4</i>						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

**Effective Date - 01/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.70

**Notes:**

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

**Apprentice to Journeyworker Ratio:1:1**

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	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"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2014	\$38.87	\$10.00	\$14.18	\$0.00	\$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2014	\$40.29	\$10.00	\$14.18	\$0.00	\$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2014	\$20.92	\$10.00	\$14.18	\$0.00	\$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i>	09/01/2014	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95
/ COMMISSIONING <i>ELECTRICIANS</i>	03/01/2015	\$33.88	\$13.00	\$13.70	\$0.00	\$60.58
	09/01/2015	\$34.60	\$13.00	\$13.72	\$0.00	\$61.32
	03/01/2016	\$35.31	\$13.00	\$13.74	\$0.00	\$62.05
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$34.59	\$10.00	\$14.20	\$0.00	\$58.79
	12/01/2014	\$35.43	\$10.00	\$14.20	\$0.00	\$59.63
	06/01/2015	\$36.05	\$10.00	\$14.20	\$0.00	\$60.25
	12/01/2015	\$37.10	\$10.00	\$14.20	\$0.00	\$61.30
	06/01/2016	\$37.72	\$10.00	\$14.20	\$0.00	\$61.92
	12/01/2016	\$38.76	\$10.00	\$14.20	\$0.00	\$62.96
	06/01/2017	\$39.60	\$10.00	\$14.20	\$0.00	\$63.80
	12/01/2017	\$40.43	\$10.00	\$14.20	\$0.00	\$64.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	06/01/2014	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	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
	12/01/2016	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2014	\$40.40	\$9.80	\$17.21	\$0.00	\$67.41

**Apprentice - FLOORCOVERER - Local 2168 Zone 1**

**Effective Date - 09/01/2014**

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

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$14.20	\$0.00	\$53.00
	12/01/2014	\$29.50	\$10.00	\$14.20	\$0.00	\$53.70
	06/01/2015	\$30.02	\$10.00	\$14.20	\$0.00	\$54.22
	12/01/2015	\$30.89	\$10.00	\$14.20	\$0.00	\$55.09
	06/01/2016	\$31.41	\$10.00	\$14.20	\$0.00	\$55.61
	12/01/2016	\$32.28	\$10.00	\$14.20	\$0.00	\$56.48
	06/01/2017	\$32.97	\$10.00	\$14.20	\$0.00	\$57.17
	12/01/2017	\$33.66	\$10.00	\$14.20	\$0.00	\$57.86

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 1)</i>	07/01/2014	\$42.05	\$7.85	\$16.10	\$0.00	\$66.00
	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

#### Apprentice - GLAZIER - Local 35 Zone 1

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.48	\$7.85	\$0.00	\$0.00	\$29.33
2	55	\$23.62	\$7.85	\$3.66	\$0.00	\$35.13
3	60	\$25.77	\$7.85	\$3.99	\$0.00	\$37.61
4	65	\$27.92	\$7.85	\$4.32	\$0.00	\$40.09
5	70	\$30.07	\$7.85	\$14.11	\$0.00	\$52.03
6	75	\$32.21	\$7.85	\$14.44	\$0.00	\$54.50
7	80	\$34.36	\$7.85	\$14.77	\$0.00	\$56.98
8	90	\$38.66	\$7.85	\$15.44	\$0.00	\$61.95

#### Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date -** 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.82	\$10.00	\$0.00	\$0.00	\$32.82
2	60	\$24.89	\$10.00	\$14.18	\$0.00	\$49.07
3	65	\$26.97	\$10.00	\$14.18	\$0.00	\$51.15
4	70	\$29.04	\$10.00	\$14.18	\$0.00	\$53.22
5	75	\$31.12	\$10.00	\$14.18	\$0.00	\$55.30
6	80	\$33.19	\$10.00	\$14.18	\$0.00	\$57.37
7	85	\$35.27	\$10.00	\$14.18	\$0.00	\$59.45
8	90	\$37.34	\$10.00	\$14.18	\$0.00	\$61.52

**Effective Date -** 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.37	\$10.00	\$0.00	\$0.00	\$33.37
2	60	\$25.49	\$10.00	\$14.18	\$0.00	\$49.67
3	65	\$27.62	\$10.00	\$14.18	\$0.00	\$51.80
4	70	\$29.74	\$10.00	\$14.18	\$0.00	\$53.92
5	75	\$31.87	\$10.00	\$14.18	\$0.00	\$56.05
6	80	\$33.99	\$10.00	\$14.18	\$0.00	\$58.17
7	85	\$36.12	\$10.00	\$14.18	\$0.00	\$60.30
8	90	\$38.24	\$10.00	\$14.18	\$0.00	\$62.42

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) <i>PIPEFITTERS LOCAL 537</i>	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	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	\$38.85	\$7.30	\$12.70	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2014	\$44.11	\$10.95	\$12.10	\$0.00	\$67.16

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston**

**Effective Date -** 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$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

**Apprentice to Journeyworker Ratio:1:4**

IRONWORKER/WELDER	03/16/2014	\$41.19	\$7.70	\$19.25	\$0.00	\$68.14
IRONWORKERS LOCAL 7 (BOSTON AREA)						

**Apprentice - IRONWORKER - Local 7 Boston**

**Effective Date -** 03/16/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.71	\$7.70	\$19.25	\$0.00	\$51.66
2	70	\$28.83	\$7.70	\$19.25	\$0.00	\$55.78
3	75	\$30.89	\$7.70	\$19.25	\$0.00	\$57.84
4	80	\$32.95	\$7.70	\$19.25	\$0.00	\$59.90
5	85	\$35.01	\$7.70	\$19.25	\$0.00	\$61.96
6	90	\$37.07	\$7.70	\$19.25	\$0.00	\$64.02

**Notes:**

\*\* Structural 1:6; Ornamental 1:4

**Apprentice to Journeyworker Ratio:\*\***

JACKHAMMER & PAVING BREAKER 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"

LABORER	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



**Classification**
**Effective Date**
**Base Wage**
**Health**
**Pension**
**Supplemental  
Unemployment**
**Total Rate**
**Apprentice - LABORER - Zone 1**
**Effective Date - 06/01/2014**

Step	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

**Effective Date - 12/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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:**
**Apprentice to Journeyworker Ratio:1:5**
**LABORER: CARPENTER TENDER**
*LABORERS - ZONE 1*

06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
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: CEMENT FINISHER TENDER**
*LABORERS - ZONE 1*

06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
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: HAZARDOUS WASTE/ASBESTOS REMOVER**
*LABORERS - ZONE 1*

06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
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"

**LABORER: MASON TENDER**
*LABORERS - ZONE 1*

06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
	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 <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
	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 removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	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 <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	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

**Classification**

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

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

**Effective Date - 08/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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
5	90	\$33.63	\$10.18	\$16.90	\$0.00	\$60.71

**Effective Date - 02/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.91	\$10.18	\$16.90	\$0.00	\$45.99
2	60	\$22.69	\$10.18	\$16.90	\$0.00	\$49.77
3	70	\$26.47	\$10.18	\$16.90	\$0.00	\$53.55
4	80	\$30.26	\$10.18	\$16.90	\$0.00	\$57.34
5	90	\$34.04	\$10.18	\$16.90	\$0.00	\$61.12

**Notes:**

**Apprentice to Journeyworker Ratio:1:3**

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	08/01/2014	\$49.00	\$10.18	\$18.22	\$0.00	\$77.40
BRICKLAYERS LOCAL 3 - MARBLE & TILE	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

**Classification**
**Effective Date**
**Base Wage**
**Health**
**Pension**
**Supplemental  
Unemployment**
**Total Rate**
**Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile**
**Effective Date - 08/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.50	\$10.18	\$18.22	\$0.00	\$52.90
2	60	\$29.40	\$10.18	\$18.22	\$0.00	\$57.80
3	70	\$34.30	\$10.18	\$18.22	\$0.00	\$62.70
4	80	\$39.20	\$10.18	\$18.22	\$0.00	\$67.60
5	90	\$44.10	\$10.18	\$18.22	\$0.00	\$72.50

**Effective Date - 02/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.78	\$10.18	\$18.22	\$0.00	\$53.18
2	60	\$29.74	\$10.18	\$18.22	\$0.00	\$58.14
3	70	\$34.69	\$10.18	\$18.22	\$0.00	\$63.09
4	80	\$39.65	\$10.18	\$18.22	\$0.00	\$68.05
5	90	\$44.60	\$10.18	\$18.22	\$0.00	\$73.00

**Notes:**
**Apprentice to Journeyworker Ratio:1:5**

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - MILLWRIGHT - Local 1121 Zone 1**

**Effective Date -** 04/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

**Effective Date -** 10/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

**Apprentice to Journeyworker Ratio:1:5**

MORTAR MIXER	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"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	06/01/2014	\$21.48	\$10.00	\$14.20	\$0.00	\$45.68
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$22.00	\$10.00	\$14.20	\$0.00	\$46.20
	06/01/2015	\$22.38	\$10.00	\$14.20	\$0.00	\$46.58
	12/01/2015	\$23.03	\$10.00	\$14.20	\$0.00	\$47.23
	06/01/2016	\$23.42	\$10.00	\$14.20	\$0.00	\$47.62
	12/01/2016	\$24.07	\$10.00	\$14.20	\$0.00	\$48.27
	06/01/2017	\$24.58	\$10.00	\$14.20	\$0.00	\$48.78
	12/01/2017	\$25.10	\$10.00	\$14.20	\$0.00	\$49.30

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	06/01/2014	\$25.03	\$10.00	\$14.20	\$0.00	\$49.23
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$25.64	\$10.00	\$14.20	\$0.00	\$49.84
	06/01/2015	\$26.09	\$10.00	\$14.20	\$0.00	\$50.29
	12/01/2015	\$26.84	\$10.00	\$14.20	\$0.00	\$51.04
	06/01/2016	\$27.30	\$10.00	\$14.20	\$0.00	\$51.50
	12/01/2016	\$28.05	\$10.00	\$14.20	\$0.00	\$52.25
	06/01/2017	\$28.65	\$10.00	\$14.20	\$0.00	\$52.85
	12/01/2017	\$29.26	\$10.00	\$14.20	\$0.00	\$53.46

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 1</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
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 07/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

**Effective Date - 01/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.83	\$7.85	\$0.00	\$0.00	\$31.68
2	55	\$26.21	\$7.85	\$3.66	\$0.00	\$37.72
3	60	\$28.60	\$7.85	\$3.99	\$0.00	\$40.44
4	65	\$30.98	\$7.85	\$4.32	\$0.00	\$43.15
5	70	\$33.36	\$7.85	\$14.11	\$0.00	\$55.32
6	75	\$35.75	\$7.85	\$14.44	\$0.00	\$58.04
7	80	\$38.13	\$7.85	\$14.77	\$0.00	\$60.75
8	90	\$42.89	\$7.85	\$15.44	\$0.00	\$66.18

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2014	\$43.45	\$7.85	\$16.10	\$0.00	\$67.40
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2015	\$44.35	\$7.85	\$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

**Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - New**

**Effective Date - 07/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

**Effective Date - 01/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$7.85	\$0.00	\$0.00	\$30.03
2	55	\$24.39	\$7.85	\$3.66	\$0.00	\$35.90
3	60	\$26.61	\$7.85	\$3.99	\$0.00	\$38.45
4	65	\$28.83	\$7.85	\$4.32	\$0.00	\$41.00
5	70	\$31.05	\$7.85	\$14.11	\$0.00	\$53.01
6	75	\$33.26	\$7.85	\$14.44	\$0.00	\$55.55
7	80	\$35.48	\$7.85	\$14.77	\$0.00	\$58.10
8	90	\$39.92	\$7.85	\$15.44	\$0.00	\$63.21

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2014	\$41.51	\$7.85	\$16.10	\$0.00	\$65.46
<i>PAINTERS LOCAL 35 - ZONE 1</i>	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

**Classification**

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

**Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - Repaint**
**Effective Date - 07/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

**Effective Date - 01/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$7.85	\$0.00	\$0.00	\$29.06
2	55	\$23.33	\$7.85	\$3.66	\$0.00	\$34.84
3	60	\$25.45	\$7.85	\$3.99	\$0.00	\$37.29
4	65	\$27.57	\$7.85	\$4.32	\$0.00	\$39.74
5	70	\$29.69	\$7.85	\$14.11	\$0.00	\$51.65
6	75	\$31.81	\$7.85	\$14.44	\$0.00	\$54.10
7	80	\$33.93	\$7.85	\$14.77	\$0.00	\$56.55
8	90	\$38.17	\$7.85	\$15.44	\$0.00	\$61.46

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker 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) *	07/01/2014	\$42.05	\$7.85	\$16.10	\$0.00	\$66.00
* If 30% or more of surfaces to be painted are new construction,	01/01/2015	\$42.95	\$7.85	\$16.10	\$0.00	\$66.90
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 1	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



**Apprentice - PAINTER - Local 35 Zone 1 - BRUSH NEW****Effective Date - 07/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

**Effective Date - 01/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.48	\$7.85	\$0.00	\$0.00	\$29.33
2	55	\$23.62	\$7.85	\$3.66	\$0.00	\$35.13
3	60	\$25.77	\$7.85	\$3.99	\$0.00	\$37.61
4	65	\$27.92	\$7.85	\$4.32	\$0.00	\$40.09
5	70	\$30.07	\$7.85	\$14.11	\$0.00	\$52.03
6	75	\$32.21	\$7.85	\$14.44	\$0.00	\$54.50
7	80	\$34.36	\$7.85	\$14.77	\$0.00	\$56.98
8	90	\$38.66	\$7.85	\$15.44	\$0.00	\$61.95

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, REPAINT)

PAINTERS LOCAL 35 - ZONE 1

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

**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - PAINTER Local 35 Zone 1 - BRUSH REPAINT**
**Effective Date - 07/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

**Effective Date - 01/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.51	\$7.85	\$0.00	\$0.00	\$28.36
2	55	\$22.56	\$7.85	\$3.66	\$0.00	\$34.07
3	60	\$24.61	\$7.85	\$3.99	\$0.00	\$36.45
4	65	\$26.66	\$7.85	\$4.32	\$0.00	\$38.83
5	70	\$28.71	\$7.85	\$14.11	\$0.00	\$50.67
6	75	\$30.76	\$7.85	\$14.44	\$0.00	\$53.05
7	80	\$32.81	\$7.85	\$14.77	\$0.00	\$55.43
8	90	\$36.91	\$7.85	\$15.44	\$0.00	\$60.20

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PANEL & PICKUP TRUCKS DRIVER	08/01/2014	\$32.23	\$9.91	\$8.80	\$0.00	\$50.94
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2014	\$32.23	\$9.91	\$9.33	\$0.00	\$51.47
	06/01/2015	\$32.58	\$9.91	\$9.33	\$0.00	\$51.82
	08/01/2015	\$32.58	\$10.41	\$9.33	\$0.00	\$52.32
	12/01/2015	\$32.58	\$10.41	\$10.08	\$0.00	\$53.07
	06/01/2016	\$33.08	\$10.41	\$10.08	\$0.00	\$53.57
	08/01/2016	\$33.08	\$10.91	\$10.08	\$0.00	\$54.07
	12/01/2016	\$33.08	\$10.91	\$10.89	\$0.00	\$54.88
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
PILE DRIVER	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07

**Classification**

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

**Apprentice - PILE DRIVER - Local 56 Zone 1**

**Effective Date - 08/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

**Effective Date - 08/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.55	\$9.80	\$18.17	\$0.00	\$49.52
2	60	\$25.86	\$9.80	\$18.17	\$0.00	\$53.83
3	70	\$30.17	\$9.80	\$18.17	\$0.00	\$58.14
4	75	\$32.33	\$9.80	\$18.17	\$0.00	\$60.30
5	80	\$34.48	\$9.80	\$18.17	\$0.00	\$62.45
6	80	\$34.48	\$9.80	\$18.17	\$0.00	\$62.45
7	90	\$38.79	\$9.80	\$18.17	\$0.00	\$66.76
8	90	\$38.79	\$9.80	\$18.17	\$0.00	\$66.76

**Notes:**

**Apprentice to Journeyworker Ratio:1:3**

PIPEFITTER & STEAMFITTER	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
PIPEFITTERS LOCAL 537	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53

## Classification

Effective Date

Base Wage

Health

Pension

Supplemental  
Unemployment

Total Rate

**Apprentice - PIPEFITTER - Local 537****Effective Date - 09/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.48	\$9.20	\$7.50	\$0.00	\$36.18
2	45	\$21.91	\$9.20	\$16.64	\$0.00	\$47.75
3	60	\$29.21	\$9.20	\$16.64	\$0.00	\$55.05
4	70	\$34.08	\$9.20	\$16.64	\$0.00	\$59.92
5	80	\$38.95	\$9.20	\$16.64	\$0.00	\$64.79

**Effective Date - 03/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.88	\$9.20	\$7.50	\$0.00	\$36.58
2	45	\$22.36	\$9.20	\$16.64	\$0.00	\$48.20
3	60	\$29.81	\$9.20	\$16.64	\$0.00	\$55.65
4	70	\$34.78	\$9.20	\$16.64	\$0.00	\$60.62
5	80	\$39.75	\$9.20	\$16.64	\$0.00	\$65.59

**Notes:**

\*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic \*\*1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

**Apprentice to Journeyworker Ratio:\*\***

## PIPELAYER

LABORERS - ZONE 1

06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
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"

## PLUMBERS &amp; GASFITTERS

PLUMBERS &amp; GASFITTERS LOCAL 12

09/01/2014	\$49.66	\$10.32	\$14.54	\$0.00	\$74.52
03/01/2015	\$50.66	\$10.32	\$14.54	\$0.00	\$75.52
09/01/2015	\$51.66	\$10.32	\$14.54	\$0.00	\$76.52
03/01/2016	\$52.81	\$10.32	\$14.54	\$0.00	\$77.67
09/01/2016	\$53.86	\$10.32	\$14.54	\$0.00	\$78.72
03/01/2017	\$54.86	\$10.32	\$14.54	\$0.00	\$79.72

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PLUMBER/GASFITTER - Local 12**

**Effective Date - 09/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.38	\$10.32	\$5.42	\$0.00	\$33.12
2	40	\$19.86	\$10.32	\$6.13	\$0.00	\$36.31
3	55	\$27.31	\$10.32	\$8.23	\$0.00	\$45.86
4	65	\$32.28	\$10.32	\$9.64	\$0.00	\$52.24
5	75	\$37.25	\$10.32	\$11.04	\$0.00	\$58.61

**Effective Date - 03/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.73	\$10.32	\$5.42	\$0.00	\$33.47
2	40	\$20.26	\$10.32	\$6.11	\$0.00	\$36.69
3	55	\$27.86	\$10.32	\$8.22	\$0.00	\$46.40
4	65	\$32.93	\$10.32	\$9.62	\$0.00	\$52.87
5	75	\$38.00	\$10.32	\$11.03	\$0.00	\$59.35

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Step4 with lic\$55.42 Step5 with lic\$61.79

**Apprentice to Journeyworker Ratio:\*\***

PNEUMATIC CONTROLS (TEMP.)	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
PIPEFITTERS LOCAL 537	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL 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"						
POWDERMAN & BLASTER	06/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
LABORERS - ZONE 1	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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$14.20	\$0.00	\$53.00
	12/01/2014	\$29.50	\$10.00	\$14.20	\$0.00	\$53.70
	06/01/2015	\$30.02	\$10.00	\$14.20	\$0.00	\$54.22
	12/01/2015	\$30.89	\$10.00	\$14.20	\$0.00	\$55.09
	06/01/2016	\$31.41	\$10.00	\$14.20	\$0.00	\$55.61
	12/01/2016	\$32.28	\$10.00	\$14.20	\$0.00	\$56.48
	06/01/2017	\$32.97	\$10.00	\$14.20	\$0.00	\$57.17
	12/01/2017	\$33.66	\$10.00	\$14.20	\$0.00	\$57.86
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25a</i>	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 <i>TEAMSTERS LOCAL 25a</i>	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RECLAIMERS	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
<i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

RESIDENTIAL WOOD FRAME (All Other Work)	04/01/2011	\$37.25	\$8.67	\$15.51	\$0.00	\$61.43
<i>CARPENTERS -ZONE 1 (Residential Wood)</i>						

RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011	\$27.49	\$6.34	\$6.23	\$0.00	\$40.06
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\*\* 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)*

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

#### Apprentice - CARPENTER (Residential Wood Frame) - Zone 1

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.49	\$6.34	\$0.00	\$0.00	\$22.83
2	60	\$16.49	\$6.34	\$6.23	\$0.00	\$29.06
3	65	\$17.87	\$6.34	\$6.23	\$0.00	\$30.44
4	70	\$19.24	\$6.34	\$6.23	\$0.00	\$31.81
5	75	\$20.62	\$6.34	\$6.23	\$0.00	\$33.19
6	80	\$21.99	\$6.34	\$6.23	\$0.00	\$34.56
7	85	\$23.37	\$6.34	\$6.23	\$0.00	\$35.94
8	90	\$24.74	\$6.34	\$6.23	\$0.00	\$37.31

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
<i>LABORERS - ZONE 1</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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2014	\$39.21	\$10.50	\$11.60	\$0.00	\$61.31
	02/01/2015	\$40.11	\$10.50	\$11.60	\$0.00	\$62.21
	08/01/2015	\$41.01	\$10.50	\$11.60	\$0.00	\$63.11
	02/01/2016	\$41.91	\$10.50	\$11.60	\$0.00	\$64.01

#### Apprentice - ROOFER - Local 33

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.61	\$10.50	\$3.38	\$0.00	\$33.49
2	60	\$23.53	\$10.50	\$11.60	\$0.00	\$45.63
3	65	\$25.49	\$10.50	\$11.60	\$0.00	\$47.59
4	75	\$29.41	\$10.50	\$11.60	\$0.00	\$51.51
5	85	\$33.33	\$10.50	\$11.60	\$0.00	\$55.43

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.06	\$10.50	\$3.38	\$0.00	\$33.94
2	60	\$24.07	\$10.50	\$11.60	\$0.00	\$46.17
3	65	\$26.07	\$10.50	\$11.60	\$0.00	\$48.17
4	75	\$30.08	\$10.50	\$11.60	\$0.00	\$52.18
5	85	\$34.09	\$10.50	\$11.60	\$0.00	\$56.19

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

Apprentice to Journeyworker Ratio:\*\*

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	08/01/2014	\$39.46	\$10.50	\$11.60	\$0.00	\$61.56
	02/01/2015	\$40.36	\$10.50	\$11.60	\$0.00	\$62.46
	08/01/2015	\$41.26	\$10.50	\$11.60	\$0.00	\$63.36
	02/01/2016	\$42.16	\$10.50	\$11.60	\$0.00	\$64.26

For apprentice rates see "Apprentice- ROOFER"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
<i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74

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

**Effective Date - 08/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.12	\$9.82	\$4.58	\$0.00	\$31.52
2	40	\$17.12	\$9.82	\$4.58	\$0.00	\$31.52
3	45	\$19.26	\$9.82	\$9.09	\$1.15	\$39.32
4	45	\$19.26	\$9.82	\$9.09	\$1.15	\$39.32
5	50	\$21.40	\$9.82	\$9.91	\$1.23	\$42.36
6	50	\$21.40	\$9.82	\$10.16	\$1.24	\$42.62
7	60	\$25.67	\$9.82	\$11.55	\$1.41	\$48.45
8	65	\$27.81	\$9.82	\$12.38	\$1.50	\$51.51
9	75	\$32.09	\$9.82	\$14.02	\$1.68	\$57.61
10	85	\$36.37	\$9.82	\$15.16	\$1.84	\$63.19

**Effective Date - 02/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.48	\$9.82	\$4.58	\$0.00	\$31.88
2	40	\$17.48	\$9.82	\$4.58	\$0.00	\$31.88
3	45	\$19.66	\$9.82	\$9.09	\$1.16	\$39.73
4	45	\$19.66	\$9.82	\$9.09	\$1.16	\$39.73
5	50	\$21.85	\$9.82	\$9.91	\$1.25	\$42.83
6	50	\$21.85	\$9.82	\$10.16	\$1.25	\$43.08
7	60	\$26.21	\$9.82	\$11.55	\$1.43	\$49.01
8	65	\$28.40	\$9.82	\$12.38	\$1.52	\$52.12
9	75	\$32.77	\$9.82	\$14.02	\$1.70	\$58.31
10	85	\$37.14	\$9.82	\$15.16	\$1.86	\$63.98

**Notes:**

Steps are 6 mos.

**Apprentice to Journeyworker Ratio:1:4**

SIGN ERECTOR	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
<i>PAINTERS LOCAL 35 - ZONE 1</i>						

**Classification**
**Effective Date**
**Base Wage**
**Health**
**Pension**
**Supplemental  
Unemployment**
**Total Rate**
**Apprentice - SIGN ERECTOR - Local 35 Zone 1**
**Effective Date - 06/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

**Notes:**

Steps are 4 mos.

**Apprentice to Journeyworker Ratio:1:1**
**SPECIALIZED EARTH MOVING EQUIP < 35 TONS**
*TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*

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
12/01/2015	\$33.04	\$10.41	\$10.08	\$0.00	\$53.53
06/01/2016	\$33.54	\$10.41	\$10.08	\$0.00	\$54.03
08/01/2016	\$33.54	\$10.91	\$10.08	\$0.00	\$54.53
12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34

**SPECIALIZED EARTH MOVING EQUIP > 35 TONS**
*TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*

08/01/2014	\$32.98	\$9.91	\$8.80	\$0.00	\$51.69
12/01/2014	\$32.98	\$9.91	\$9.33	\$0.00	\$52.22
06/01/2015	\$33.33	\$9.91	\$9.33	\$0.00	\$52.57
08/01/2015	\$33.33	\$10.41	\$9.33	\$0.00	\$53.07
12/01/2015	\$33.33	\$10.41	\$10.08	\$0.00	\$53.82
06/01/2016	\$33.83	\$10.41	\$10.08	\$0.00	\$54.32
08/01/2016	\$33.83	\$10.91	\$10.08	\$0.00	\$54.82
12/01/2016	\$33.83	\$10.91	\$10.89	\$0.00	\$55.63

**SPRINKLER FITTER**
*SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1*

03/01/2014	\$53.58	\$8.42	\$13.60	\$0.00	\$75.60
10/01/2014	\$54.73	\$8.42	\$13.60	\$0.00	\$76.75
01/01/2015	\$54.73	\$8.42	\$13.75	\$0.00	\$76.90
03/01/2015	\$55.73	\$8.42	\$13.75	\$0.00	\$77.90
10/01/2015	\$56.88	\$8.42	\$13.75	\$0.00	\$79.05
01/01/2016	\$56.88	\$8.67	\$13.90	\$0.00	\$79.45
03/01/2016	\$57.88	\$8.67	\$13.90	\$0.00	\$80.45
10/01/2016	\$59.03	\$8.67	\$13.90	\$0.00	\$81.60
03/01/2017	\$60.03	\$8.67	\$13.90	\$0.00	\$82.60

**Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1****Effective Date - 03/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.75	\$8.42	\$8.25	\$0.00	\$35.42
2	40	\$21.43	\$8.42	\$8.25	\$0.00	\$38.10
3	45	\$24.11	\$8.42	\$8.25	\$0.00	\$40.78
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

**Effective Date - 10/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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	\$27.37	\$8.42	\$8.25	\$0.00	\$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  
OPERATING ENGINEERS LOCAL 4

06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95
	03/01/2015	\$33.88	\$13.00	\$13.70	\$0.00	\$60.58
	09/01/2015	\$34.60	\$13.00	\$13.72	\$0.00	\$61.32
	03/01/2016	\$35.31	\$13.00	\$13.74	\$0.00	\$62.05

#### Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.44	\$13.00	\$0.40	\$0.00	\$26.84
2	40	\$13.44	\$13.00	\$0.40	\$0.00	\$26.84
3	45	\$15.12	\$13.00	\$10.57	\$0.00	\$38.69
4	45	\$15.12	\$13.00	\$10.57	\$0.00	\$38.69
5	50	\$16.80	\$13.00	\$10.83	\$0.00	\$40.63
6	55	\$18.47	\$13.00	\$11.08	\$0.00	\$42.55
7	60	\$20.15	\$13.00	\$11.33	\$0.00	\$44.48
8	65	\$21.83	\$13.00	\$11.59	\$0.00	\$46.42
9	70	\$23.51	\$13.00	\$11.85	\$0.00	\$48.36
10	75	\$25.19	\$13.00	\$12.10	\$0.00	\$50.29

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.55	\$13.00	\$0.41	\$0.00	\$26.96
2	40	\$13.55	\$13.00	\$0.41	\$0.00	\$26.96
3	45	\$15.25	\$13.00	\$10.87	\$0.00	\$39.12
4	45	\$15.25	\$13.00	\$10.87	\$0.00	\$39.12
5	50	\$16.94	\$13.00	\$11.13	\$0.00	\$41.07
6	55	\$18.63	\$13.00	\$11.38	\$0.00	\$43.01
7	60	\$20.33	\$13.00	\$11.64	\$0.00	\$44.97
8	65	\$22.02	\$13.00	\$11.89	\$0.00	\$46.91
9	70	\$23.72	\$13.00	\$12.15	\$0.00	\$48.87
10	75	\$25.41	\$13.00	\$12.41	\$0.00	\$50.82

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS	08/01/2014	\$47.90	\$10.18	\$18.22	\$0.00	\$76.30
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2015	\$48.46	\$10.18	\$18.22	\$0.00	\$76.86
	08/01/2015	\$49.36	\$10.18	\$18.29	\$0.00	\$77.83
	02/01/2016	\$49.93	\$10.18	\$18.29	\$0.00	\$78.40
	08/01/2016	\$50.83	\$10.18	\$18.37	\$0.00	\$79.38
	02/01/2017	\$51.40	\$10.18	\$18.37	\$0.00	\$79.95

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

**Effective Date -** 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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

**Effective Date -** 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.23	\$10.18	\$18.22	\$0.00	\$52.63
2	60	\$29.08	\$10.18	\$18.22	\$0.00	\$57.48
3	70	\$33.92	\$10.18	\$18.22	\$0.00	\$62.32
4	80	\$38.77	\$10.18	\$18.22	\$0.00	\$67.17
5	90	\$43.61	\$10.18	\$18.22	\$0.00	\$72.01

**Notes:**

**Apprentice to Journeyworker Ratio:1:3**

TEST BORING DRILLER	06/01/2014	\$35.45	\$7.30	\$12.90	\$0.00	\$55.65
LABORERS - FOUNDATION 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
	12/01/2016	\$39.45	\$7.30	\$12.90	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	06/01/2014	\$34.17	\$7.30	\$12.90	\$0.00	\$54.37
LABORERS - FOUNDATION 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

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	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
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	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 <i>LABORERS (COMPRESSED AIR)</i>	06/01/2014	\$46.33	\$7.30	\$13.30	\$0.00	\$66.93
	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) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2014	\$48.33	\$7.30	\$13.30	\$0.00	\$68.93
	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 <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2014	\$38.40	\$7.30	\$13.30	\$0.00	\$59.00
	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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2014	\$40.40	\$7.30	\$13.30	\$0.00	\$61.00
	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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	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
	12/01/2015	\$33.04	\$10.41	\$10.08	\$0.00	\$53.53
	06/01/2016	\$33.54	\$10.41	\$10.08	\$0.00	\$54.03
	08/01/2016	\$33.54	\$10.91	\$10.08	\$0.00	\$54.53
	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	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 <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	09/01/2014	\$49.66	\$10.32	\$14.54	\$0.00	\$74.52
	03/01/2015	\$50.66	\$10.32	\$14.54	\$0.00	\$75.52
	09/01/2015	\$51.66	\$10.32	\$14.54	\$0.00	\$76.52
	03/01/2016	\$52.81	\$10.32	\$14.54	\$0.00	\$77.67
	09/01/2016	\$53.86	\$10.32	\$14.54	\$0.00	\$78.72
	03/01/2017	\$54.86	\$10.32	\$14.54	\$0.00	\$79.72
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

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



General Decision Number: MA140013 09/05/2014 MA13

Superseded General Decision Number: MA20130013

State: Massachusetts

Construction Types: Heavy (Heavy and Marine)

Counties: Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth and Suffolk Counties in Massachusetts.

#### HEAVY AND MARINE CONTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014
2	03/07/2014
3	03/28/2014
4	05/09/2014
5	06/06/2014
6	06/13/2014
7	07/18/2014
8	08/01/2014
9	08/08/2014
10	08/15/2014
11	09/05/2014

BOIL0029-001 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 38.25	17.04

BRMA0001-011 09/01/2013

#### FOXBORO CHAPTER

BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton); NORFOLK, (Bellingham, Canton, Dedham, Foxboro, Franklin, Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood, Wrentham); and PLYMOUTH (Lakeville)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 45.96	29.74

BRMA0001-012 09/01/2013

#### LOWELL CHAPTER

MIDDLESEX (Acton, Ashby, Ayer, Bedford, Billerica, Boxboro, Carlisle, Chemsford, Dracut, Dunstabale, Ft Devens, Groton, Littleton, Lowell, North Acton, Pepperell, Shirley, South Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford, Wilmington)

	Rates	Fringes
BRICKLAYER.....	\$ 45.96	29.74
-----		
BRMA0001-013 09/01/2013		

## LOWELL CHAPTER

MIDDLESEX (Ashland, Framingham, Holliston, Hopkinton, Hudson, Maynard, Natick, Sherbourn, Stow); and NORFOLK (Medfield, Medway, Millis)

	Rates	Fringes
BRICKLAYER.....	\$ 45.96	29.74
-----		
* BRMA0003-001 09/01/2014		

	Rates	Fringes
Marble & Tile Finisher.....	\$ 37.46	26.66
Marble, Tile & Terrazzo		
Workers.....	\$ 46.86	27.90
TERRAZZO FINISHER.....	\$ 46.86	27.90
-----		
BRMA0003-003 08/01/2014		

## BOSTON CHAPTER

MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford, Melrose, Somerville); NORFOLK (Brookline, Milton); and SUFFOLK

	Rates	Fringes
BRICKLAYER.....	\$ 48.96	28.77
-----		
BRMA0003-011 08/01/2014		

## LYNN CHAPTER

ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salisbury, Salem, Saugus, Swampscott, Topsfield, Wakefield, Wenham, West Newbury); and MIDDLESEX (North Reading, Reading, Wakefield)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 48.96	28.77
-----		
BRMA0003-012 08/01/2014		

	Rates	Fringes
BRICKLAYER		

WALTHAM CHAPTER -  
 MIDDLESEX (Belmont,  
 Burlington, Concord,  
 Lexington, Lincoln,  
 Stoneham, Sudbury,  
 Waltham, Watertown,  
 Wayland, Weston,  
 Winchester, Woburn).....\$ 48.96                      28.77

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 BRMA0003-014 08/01/2014

QUINCY CHAPTER

PLYMOUTH COUNTY (Abington, Bridgewater, Brockton, Carver,  
 Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham,  
 Hull, Kingston, Marshfield, Middleboro, Norwell, Pembroke,  
 Plymouth, Rockland, Scituate, West Bridgewater, Whitman)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 48.96	28.77

-----  
 BRMA0003-025 08/01/2014

NEW BEDFORD CHAPTER

BARNSTABLE; BRISTOL (Acushnet, Darmouth, Fairhaven, Fall River,  
 Freetown, New Bedford, Somerset, Swansea, Westport); DUKES;  
 NANTUCKET; PLYMOUTH (Marion, Mattapoisett, Rochester, Wareham)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 48.96	28.77

-----  
 BRMA0003-033 08/01/2014

NEWTON CHAPTER

MIDDLESEX (Newton); NORFOLK (Dover, Needham, Wellesley)

	Rates	Fringes
Bricklayer, Plasterer.....	\$ 48.96	28.77

-----  
 CARP0026-003 09/01/2013

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX  
 (Except Belmont, Cambridge, Everett, Malden, Medford,  
 Somerville); AND NORFOLK (Bellingham, Braintree, Canton,  
 Cohasset, Foxboro, Franklin, Medfield, Medway, Millis,  
 Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole,  
 Wellesley, Westwood, Weymouth, Wrentham) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.28	26.06

CARP0033-003 09/01/2013

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); AND SUFFOLK COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 40.10	26.56

-----  
CARP0056-001 08/01/2013

All of SUFFOLK COUNTY; and those areas of BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX, NORFOLK, and PLYMOUTH COUNTIES situated INSIDE Boston Beltway (I-495) and North of Cape Cod Canal. ALL of DUKES and NANTUCKET COUNTIES

	Rates	Fringes
PILEDRIVERMAN.....	\$ 40.10	28.57

-----  
CARP0056-002 08/01/2013

The areas of BARNSTABLE, BRISTOL, PLYMOUTH, and NORFOLK COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal

	Rates	Fringes
PILEDRIVERMAN.....	\$ 40.10	28.57

-----  
CARP0056-003 08/01/2013

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE Boston Beltway (I-495)

	Rates	Fringes
PILEDRIVERMAN.....	\$ 40.10	28.57

-----  
CARP0056-004 08/01/2013

	Rates	Fringes
DIVER TENDER.....	\$ 40.10	28.57
DIVER.....	\$ 56.14	28.57

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CARP0424-001 09/01/2013

NORFOLK (Braintree, Quincy, Cohasset, Weymouth, etc.) PLYMOUTH (Duxbury, Hanover, Hull, Hingham, Marshfield, Norwell, Pembroke Rockland, Scituate)

	Rates	Fringes
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CARPENTER.....\$ 34.28 26.06

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CARP0624-002 09/01/2013

BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro);  
DUKES; NANTUCKET; NORFOLK (Avon, Holbrook, Randolph,  
Stoughton); PLYMOUTH (Bridgewater, Kingston, Lakeville,  
Middleboro, Plymouth, S. Hanover, Whitman)

Rates Fringes

CARPENTER.....\$ 40.10 26.56

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CARP1121-001 04/01/2014

Rates Fringes

MILLWRIGHT.....\$ 35.73 26.81

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ELEC0096-001 06/01/2014

MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton,  
Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend)

Rates Fringes

ELECTRICIAN.....\$ 38.12 11%+17.03  
Teledata System Installer.....\$ 25.86 3%+17.37

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ELEC0099-001 06/01/2014

BRISTOL (Attleboro, North Attleboro, Seekonk)

Rates Fringes

ELECTRICIAN.....\$ 34.83 61.56%  
Teledata System Installer.....\$ 25.56 14.26%+13.57

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ELEC0103-002 09/01/2013

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland,  
Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport,  
North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX  
(Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford,  
Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury,  
Tyngsboro, Westford, Wilmington)

Rates Fringes

ELECTRICIAN.....\$ 43.96 28.04

-----  
ELEC0103-004 09/01/2013

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich,  
Manchester, Marblehead, Middleton, Peabody, Rockport, Salem,  
Topsfield, Wenham)

	Rates	Fringes
ELECTRICIAN.....	\$ 43.96	28.04

-----  
ELEC0103-005 09/01/2013

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklino, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull); SUFFOLK

	Rates	Fringes
ELECTRICIAN.....	\$ 43.96	28.04

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ELEC0104-001 09/03/2012

	Rates	Fringes
Line Construction:		
Cableman.....	\$ 41.97	19.08+A
Equipment Operator.....	\$ 35.67	17.54+A
Groundman.....	\$ 23.08	11.85+A
Lineman.....	\$ 41.97	19.08+A

A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

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ELEC0223-002 09/01/2013

BARNSTABLE, BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET; PLYMOUTH (Except Hingham and Hull Twps); NORFOLK (Avon, Halbrook, Randolph, Sloughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.41	32.25%+7.70

-----  
ENGI0004-009 06/01/2014

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 41.49	25.04+A
Group 2.....	\$ 41.10	25.04+A
Group 3.....	\$ 28.80	25.04+A
Group 4.....	\$ 34.59	25.04+A

Group 5.....	\$ 21.48	25.04+A
Group 6.....	\$ 25.03	25.04+A

#### HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

Over 150 ft.	+2.12
Over 185 ft.	+3.72
Over 210 ft.	+5.23
Over 250 ft.	+7.92
Over 295 ft.	+10.97
Over 350 ft.	+12.76

#### FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Washington,s Birthday, Labor Day, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS [HEAVY CONSTRUCTION]

GROUP 1: Power shovel; crane; truck crane; derrick; pile driver; trenching machine; mechanical hoist pavement breaker; cement concrete paver; dragline; hoisting engine; three drum machine; pumpcrete machine; loaders; shovel dozer; front end loader; mucking machine; shaft hoist; steam engine; backhoe; gradall; cable way; fork lift; cherry picker; boring machine; rotary drill; post hole hammer; post hole digger; asphalt plant on job site; concrete batching and/or mixing plant on job site; crusher plant on job site; paving concrete mixer; timber jack

GROUP 2: Sonic or vibratory hammer; grader; scraper; tandem scraper; bulldozer; tractor; mechanic - maintenance; York rake; mulching machine; paving screed machine; stationary steam boiler; paving concrete finishing machine; grout pump; portable steam boiler; portable steam generator; roller; spreader; asphalt paver; locomotives or machines used in place thereof; tamper (self propelled or tractor-draw); cal tracks; ballast regulator; rail anchor machine; switch tamper; tire truck

GROUP 3: Pumps (1-3 grouped); compressor; welding machines (1-3 grouped); generator; sighting plant; heaters (power driven, 1- 5); syphon-pulsometer; concrete mixer; valves controlling permanent plant air steam, conveyor, wellpoint system (operating)

GROUP 4: Assitant engineer (fireman)

GROUP 5: Oiler (other than truck cranes and gradalls)

GROUP 6: Oiler (on truck cranes and gradalls)

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IRON0007-001 03/16/2014

AREA 1: BRISTOL (Easton); ESSEX (Beverly,Gloucester,Lynn, Lynnfield, Manchester,Marblehead, Nahant, Salem, Saugus, Swampscott); MIDDLESEX (Arlington, Bedford, Belmont, Burlington, Cambridge, Concord,Everett, Framingham, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Except Medway); PLYMOUTH (Abington, Bridgewater, Brocton, Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Hull, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate, West Bridgewater,

Whitman); SUFFOLK

AREA 2: ESSEX (Amesbury, Andover, Boxford, Danvers, Essex, Georgetown, Hamilton, Haverhill, Ipswich, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rockport, Rowley, Salisbury, Topsfield, Wenham, West Newbury); MIDDLESEX (Action, Billerica, Carlisle, Chelmsford, Dracut, Dunstable, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilmington)

	Rates	Fringes
IRONWORKER		
AREA 1.....	\$ 41.19	27.80
AREA 2.....	\$ 36.78	27.80

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IRON0007-010 03/16/2014

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton, Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

	Rates	Fringes
IRONWORKER.....	\$ 40.89	27.80

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IRON0037-002 03/16/2014

BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Mansfield, New Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET; NORFOLK (Billingham, Franklin, Plainville, Wrentham); PLYMOUTH (Lakeville, Marion, Mattapoisett, Middleboro, Rochester, Wareham)

	Rates	Fringes
IRONWORKER.....	\$ 33.56	22.77

-----  
LABO0022-006 12/01/2012

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 32.30	20.40
GROUP 2.....	\$ 32.55	20.40
GROUP 3.....	\$ 33.05	20.40
GROUP 4.....	\$ 33.30	20.40
GROUP 5.....	\$ 20.50	20.40



GROUP 6.....\$ 34.30 20.40

# LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator

GROUP 3: Air track operator; block paver; rammer; curb setter

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

-----  
LABO0022-012 12/01/2012

Counties of BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET; PLYMOUTH; MIDDLESEX (With the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (With the exception of Brookline, Dedham, and Milton)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.60	19.50
GROUP 2.....	\$ 29.85	19.50
GROUP 3.....	\$ 30.35	19.50
GROUP 4.....	\$ 30.60	19.50
GROUP 5.....	\$ 20.50	19.50
GROUP 6.....	\$ 31.60	19.50

# LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drilloperator

GROUP 3: Air track operator; block paver; rammer; curb setter; hydraulic & similar self powere drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

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LABO0022-013 12/01/2012

	Rates	Fringes
Laborers:		
(FREE AIR OPERATION):		
SHIELD DRIVEN AND LINER		
PLATE IN FREE AIR)		
GROUP 1.....	\$ 32.90	20.30+A
GROUP 2.....	\$ 32.90	20.30+A
(OPEN AIR CASSONS,		
UNDERPINNING AND TEST		
BORING INDUSTRIES):		
TEST BORING & WELL DRILLING		
Driller.....	\$ 33.70	19.85+A
Laborer.....	\$ 32.30	19.85+A
(OPEN AIR CASSONS,		
UNDERPINNING AND TEST		
BORING INDUSTRIES):		
OPEN AIR CASSON,		
UNDERPINNING WORK & BORING		
CREW		
Bottom man.....	\$ 33.45	19.85+A
Laborers; Top man.....	\$ 32.30	19.85+A
(TUNNELS, CAISSON &		
CYLINDER WORK IN		
COMPRESSED AIR)		
GROUP 1.....	\$ 30.35	20.30+A
GROUP 2.....	\$ 40.83	20.30+A
GROUP 3.....	\$ 40.83	20.30+A
GROUP 4.....	\$ 40.83	20.30+A
GROUP 5.....	\$ 40.83	20.30+A
GROUP 6.....	\$ 42.83	20.30+A
CLEANING CONCRETE AND		
CAULKING TUNNEL (Both New		
& Existing)		
GROUP 1.....	\$ 32.90	20.30+A
GROUP 2.....	\$ 32.90	20.30+A
ROCK SHAFT, CONCRETE		
LINING OF SAME AND TUNNEL		
IN FREE AIR		
GROUP 1.....	\$ 30.35	20.30+A
GROUP 2.....	\$ 32.90	20.30+A
GROUP 3.....	\$ 32.90	20.30+A
GROUP 4.....	\$ 32.90	20.30+A
GROUP 5.....	\$ 34.90	20.30+A

LABORERS CLASSIFICATIONS for TUNNELS, CAISSON & CYLINDER WORK  
IN COMPRESSED AIR

GROUP 1: Powder watchman; Top man on iron bolt; change house  
attendant

GROUP 2: Brakeman; trackman; groutman; tunnel laborer;  
outside lock tender; lock tender; guage tender

GROUP 3: Motorman, miner

GROUP 4: Blaster

GROUP 5: Mucking machine operator

GROUP 6: Hazardous Waste work within the "HOT" zone. (A premium of two dollars \$2.00 per hour over the basic wage rate.

LABORERS CLASSIFICATIONS for (FREE AIR OPERATION): SHIELD  
DRIVEN AND LINER PLATE IN FREE AIR

GROUP 1: Miner; miner welder; conveyor operator; motorman;  
mucking machine operator; nozzle man; grout man-; pumps,  
shaft and tunnel steel and rodman; shield and erector arm  
operators, mole nipper, outside motorman, burner, TBM  
operator, safety miner; laborer topside; heading motormen;  
erecting operators; top signal men

GROUP 2: Brakeman; trackman

LABORERS CLASSIFICATIONS FOR CLEANING CONCRETE AND CAULKING  
TUNNEL (Both New & Existing)

GROUP 1: Concrete workers; strippers and form movers (wood &  
steel), cement finisher

GROUP 2: Form erector (wood & steel and all accessories)

LABORERS CLASSIFICATIONS for ROCK SHAFT, CONCRETE LINING OF  
SAME AND TUNNE IN FREE AIR

GROUP 1: Change house attendants

GROUP 2: Laborers, topside, bottom men (when heading is 50  
ft. from shaft) and all other laborers

GROUP 3: Brakeman; trackman; tunnel laborers; shaft laborers

GROUP 4: Miner; cage tender; bellman

GROUP 5: Hazardous Waste work within the "HOT" zone. (A  
premium of two dollars \$2.00 per hour over the basic wage  
rate)

FOOTNOTE FOR LABORERS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,  
Patriot's Day, Memorial Day, Independence Day, Labor Day,

Columbus Day, Veteran's Day, Thanksgiving Day, and  
Christmas Day

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LABO1421-001 06/01/2011

WRECKING LABORERS:

	Rates	Fringes
Laborers: (Wrecking)		
Group 1.....	\$ 31.05	19.75
Group 2.....	\$ 31.80	19.75
Group 3.....	\$ 32.05	19.75
Group 4.....	\$ 27.05	19.75
Group 5.....	\$ 30.15	19.75
Group 6.....	\$ 31.05	19.75

Group 1: Adzeman, Wrecking Laborer.

Group 2: Burners, Jackhammers.

Group 3: Small Backhoes, Loaders on tracks, Bobcat Type  
Loaders, Hydraulic "Brock" Type Hammer Operators, Concrete  
Cutting Saws.

Group 4: Yardman (Salvage Yard Only).

Group 5: Yardman, Burners, Sawyers.

Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.

-----  
PAIN0035-001 07/01/2014

BARNSTABLE BRISTOL; DUKES; ESSEX; NANTUCKET; PLYMOUTH  
(Remainder of NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES)

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Bridge.....	\$ 46.36	25.50
Brush, Taper.....	\$ 35.86	25.50
Spray, Sandblast.....	\$ 37.26	25.50
REPAINT:		
Bridge.....	\$ 46.36	25.50
Brush, Taper.....	\$ 33.92	25.50
Spray, Sandblast.....	\$ 35.32	25.50

-----  
PAIN0035-015 07/01/2014

MIDDLESEX (Cambridge, Everett, Malden, Medford, Somerville)  
SUFFOLK COUNTY (Boston, Chelsea) NORFOLK COUNTY (Brookline)

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 41.65	25.50
Spray, Sandblast.....	\$ 43.05	25.50
REPAINT:		
Bridge.....	\$ 46.36	25.50

Brush, Taper.....	\$ 39.71	25.50
Spray, Sandblast.....	\$ 41.11	25.50

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PLAS0534-001 07/01/2014

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.25	32.26

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PLUM0004-001 03/01/2013

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and  
Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.01	24.21

-----  
PLUM0012-001 09/01/2013

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,  
Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,  
Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen,  
Middleton, Newbury, Newburyport, North Andover, Peabody,  
Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West  
Newbury)

	Rates	Fringes
PLUMBER.....	\$ 44.98	24.56

-----  
PLUM0012-003 09/01/2013

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,  
Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,  
Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen,  
Middleton, Newbury, Newburyport, North Andover, Peabody,  
Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West  
Newbury)

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 44.98	24.56

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PLUM0012-006 09/01/2013

ESSEX (Lynn, Lynnfield, Nahant, Saugus, and Swampscott);  
MIDDLESEX (Acton, Arlington, Ashland, Ayer - except W. of  
Greenville Branch of Boston & Maine RR, Bedford, Belmont,  
Billerica, Boxboro, Burlington, Cambridge, Carlisle,  
Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham,  
Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton,  
Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick,  
Newton, North Reading, Pepperell, Reading, Sherborn,

Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro, Wakefield, Waltham, Watertown, Wayland, Westford, Wilmington, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham, Hull, Scituate); SUFFOLK

	Rates	Fringes
PLUMBER.....	\$ 49.06	24.56

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PLUM0051-005 03/01/2014

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; NORFOLK (Avon, Holbrook, Randolph, Stoughton) PLYMOUTH(Remainder of County)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.51	27.32

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PLUM0537-001 09/01/2013

MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Wakefield, Winchester and Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Foxboro, Franklin, Millis, Milton, Sharon, Walpole, Westwood, and Wrentham); PLYMOUTH (Hingham, Hull, Scituate); ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Saugus, Swampscott, Topsfield, Wenham, West Newbury)

	Rates	Fringes
PIPEFITTER.....	\$ 47.94	26.51

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TEAM0379-001 08/01/2013

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 30.78	18.37+A+B
Group 2.....	\$ 30.95	18.37+A+B
Group 3.....	\$ 31.02	18.37+A+B
Group 4.....	\$ 31.14	18.37+A+B
Group 5.....	\$ 31.24	18.37+A+B
Group 6.....	\$ 31.53	18.37+A+B
Group 7.....	\$ 31.82	18.37+A+B

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE

TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE

HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

## TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons  
other than conventional type trucks; low bed; vachual;  
mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

Group 7: Trailers for earth moving equipment (double hookup)

## FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,  
Memorial Day, Independence Day, Labor Day, Patriot's Day,  
Columbus Day, Veteran's Day, Thanksgiving Day and Christmas  
Day

B. PAID VACATION: Employees with 4 months to 1 year of  
service receive 1/2 day's pay per month; 1 week vacation  
for 1 - 5 years of service; 2 weeks vacation for 5 - 10  
years of service; and 3 weeks vacation for more than 10  
years of service

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====  
Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.



With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## Appendix C

### **Sample Contract Document**

**PURCHASING CONTRACT#**

**CONTRACT #**

**CONTRACT AMOUNT:**

**AMENDMENT #:**

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**PURCHASE ORDER # AND AMOUNT**

Purchasing for OSPCD  
**ISSUING DEPARTMENT REFERENCE**

**BID NUMBER:**

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**DEPARTMENT**

**CONTRACT PERIOD**

**CITY OF SOMERVILLE**

**MAYOR'S OFFICE OF STRATEGIC PLANNING & COMMUNITY DEVELOPMENT**

**CONTRACT FOR:            Fall Tree Planting 2014**

**CONTRACTOR:**

ACCORDING TO SPECIFICATIONS CONTAINED HEREIN

**OWNER-CONTRACTOR PUBLIC CONSTRUCTION AGREEMENT  
CITY OF SOMERVILLE  
PURCHASING DEPARTMENT FOR MOSPCD**

AGREEMENT made this        day of       , 2014, by and between the City of Somerville, a Massachusetts municipal corporation, acting by and through its Purchasing Department, City Hall, 93 Highland Avenue, Somerville, MA 02143 (referred to variously in the Contract Documents and relevant public construction statutes as "City", "Owner", "Awarding Authority", and/or "Contracting Authority or Agency") and the following General Contractor (referred to in the Contract Documents as "Contractor" or "General Contractor"):

**GENERAL CONTRACTOR:**

Name:

Address:        -

Telephone:

E-Mail:

**PROJECT:**

Name:        Fall Tree Planting 2014

Location: Various assigned location in the City

General Description: Furnishing labor, materials, and equipment for the specified tree planting and related services program consisting of the planting of individual trees in response to property owner requests for new or replacement trees.

**PROJECT MANAGER:**

Name:        Rachel Kelley, Green Infrastructure Planner

Address:        City Hall, 3<sup>rd</sup> floor, 93 Highland Avenue, Somerville, MA 02143

Telephone:        617-625-6600, x.2562                      Fax: 617-625-0722

E-Mail:        rkelley@somervillema.gov

**DESIGN PROFESSIONAL:**

Firm Name:    N/A

Designer:

Address:        -

Telephone:

E-Mail

Profession: Architect [    ]    Landscape Architect [    ]    Engineer [    ]

**FUNDING SOURCE:**        Federal [    ]        State [    ]

Name:

**THIS CONTRACT IS A**

[        ]        Public Works or Public Building Contract bid G.L. c.30B:5

- ☒ Public Works Contract bid under G.L. c. 30:39M
- ☐ Public Building Contract bid under G.L. c. 149:44A

When a provision applies only to contracts bid under G.L. c. 149:44A contracts or only to contracts bid under G.L. c. 30:39M contracts, it is so noted herein.

### **Section 1: CONTRACT DOCUMENTS.**

The Contract Documents consist of this Contract with Appendices, the Bid Documents, the Construction Drawings, and Change Orders and other modifications agreed to in writing after the execution of this Contract. The following Appendices are attached hereto and are hereby incorporated by reference.

- ☒ Appendix A – Certificate of Good Standing/  
Certificate of Signature Authority
- ☒ Appendix B – Scope of Services – includes technical specifications,  
and addenda issued during the bid process
- ☒ Appendix C - Contractor's Bid Price; Form for General Bid
- ☒ Appendix D - General Conditions
- ☒ Appendix E - Insurance Requirements and Contractor's Insurance  
Certificate(s)
- ☒ Appendix F - Living Wage Notice for Contracts (over \$10,000)
- ☒ Appendix G - Procurement Documentation
- ☒ Appendix H – Statement of Management (over \$100,000.00)
- ☒ Appendix I - Performance Bond and Payment Bond (over \$2,000)
- ☒ Appendix J - Section 3, Preference in Hiring (over \$100,000)
- ☒ Appendix K– Wage Rates (federally funded over \$2,000; state or  
local funded over \$0) ☒ Davis Bacon Wage Rates included  
\*Prevailing and/or Davis Bacon Wage Rates referenced to Bid Documents
- ☒ Appendix L – Laws Applicable to Federally Funded Contracts
- X** = Attached
- \* = Included in the Bid Document and incorporated herein by reference.

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.

## **Section 3: PROJECT DATES.**

(a) Term of Contract: The Contract shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_, the Date of Final Completion of the Work (tree planting) shall be \_\_\_\_\_; the maintenance and watering of the trees shall continue through the next three (3) summers.

(b) Progress Schedule: The Contractor shall submit a Progress Schedule along with a draw down schedule, which shall be subject to the approval of the City, no later than \_\_\_\_\_ and shall adhere to the Progress Schedule throughout execution of the Work.

(c) Commencement of Work: The Date of Commencement of the Work at the site shall be stipulated by a written Notice to Proceed given by the City to the Contractor.

(d) Substantial Completion: The Contractor shall achieve substantial completion of the work on or before \_\_\_\_\_ time being of the essence. For good cause shown, the City may, in its sole discretion, extend the date of substantial completion by written change order. Substantial Completion shall mean either a) that 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.

(c) Damages for Delay. The Contractor and the Contractor's surety shall be liable for and shall pay the City the sum of \$250.00 per calendar day, as liquidated damages, for each calendar day of delay beyond the Date of Substantial Completion until the work is substantially completed or, in the case of the portion of the work, for each calendar day of delay until such portion of the work is substantially completed.

(d) Excusable Delays. If any of the following occurrences causes a delay in the work, the Contractor shall immediately notify the City in writing, and 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 expiration of 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 the City 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) above.

#### **Section 4. CONTRACT SUM**

The contract sum shall be . 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, as provided below.

#### **Section 5. CHANGES IN THE CONTRACT**

(a) Suspension, Delay, or Interruption due to order of Awarding Authority.

(1) The City 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. In accordance with G.L. c. 30:39I, the General Contractor shall perform all work in accordance with the plans and specifications and no willful and substantial deviation from the plans and specifications shall be made unless authorized in writing by the City or by the Design Professional named herein. 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 City 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. 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 City and the General Contractor and the amount in dollars of such adjustment; and (4) that the deviation is in the best interest of the City. 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 City. 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 G.L. c. 30:39N, if, during the progress of the work, the Contractor or the City 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 City 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 City 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 City 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) Progress Payments. 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 sub-trade and sub-sub-trade, 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 G.L. c.30:39K.

(1) Time for Payment. 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 G.L. c. 30:39K, make payment within fifteen (15) 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 G.L. c.30:39G, and the City is required to make payment within thirty-five (35) days of receipt of a Periodic Estimate.

(2) Retainage prior to Substantial Completion. In all construction contracts, the City may hold back a retainage of up to five percent (5%) 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 G.L. c. 30:39F.

(b) Payment upon Substantial Completion. 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, G.L. c. 30:39K governs payment upon substantial completion of the Work. For all other contracts, G.L. c. 30:39F governs payment upon substantial completion.

(1) Certificate of Substantial Completion. 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 CITY (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 G.L. c. 30:39J. 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.

(2) 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 (which shall include all spring plantings for construction contracts reaching substantial completion in late fall). 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) Payment upon Final Completion. When the City determines that the work has been completed in accordance with the Contract Documents, the City shall so notify the Contractor, who shall conduct a walkthrough of the Project and provide instruction on the operation of all equipment and systems, as well as the following documents: as built-drawings; operations and maintenance manuals; warranties; evidence of payment of all subcontractors and release of all liens; evidence of compliance with all legal requirements affecting the work; forms for wage certifications and other documentation that the correct wages have been paid on forms supplied by the City; and a list of all names and addresses and telephone numbers of all subcontractors, vendors, utilities, and others that the Contractor has used in the performance of the work. The City shall make final payment to the Contractor within thirty days of completion of the work and submission of all documentation required.

(d) Interest. 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 G.L. c. 30:39G or 30:39K, whichever is applicable.

## **Section 7. PAYMENT OF SUBCONTRACTORS.**

In accordance with G.L. c.30:39F, subparagraphs (a) through (h) of this section shall be binding for contracts awarded pursuant to G.L. c. 30:39M, and paragraphs (a) through(i) shall be

binding for contracts awarded pursuant to G.L. c.149:44A.

(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.

(d) 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 (i) the amount due the subcontractor including any amount due for extra labor and materials furnished to the Contractor and (ii) the amount of each claim of 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.**

(a) The Contractor shall pay wages at no less than the wage rates set forth in Appendix G, incorporating as part of this Agreement: namely,  
\_\_\_\_\_ Federal Davis Bacon Wages;

State Prevailing Wages; or  
  X   The higher of Federal Davis Bacon Wages and State Prevailing Wages\*.

If a labor classification is not listed the Contractor shall notify the City and request instructions.

Notwithstanding anything to the contrary in Articles of the General Conditions included herein, the City may, in its sole discretion withhold payment from the General Contractor with respect to a given application for payment unless the City has in its possession payroll records that are complete, accurate, and current as of the date of said application for payment. Payment by the City on one or more occasions in the absence of the General Contractor's compliance with this section shall not constitute a waiver of the City's right to withhold payment for noncompliance on other occasions. 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 CITY, 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 CITY 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 materialmen.
- (c) the contractor shall include language similar to the above in all subcontracts.

## **Section 9. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION**

(a) The Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity", as amended, and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs Equal Employment Opportunity, Department of Labor", and with Chapter 151B of the Massachusetts General Laws. To that end, the Contractor shall comply with the terms of Appendix J attached hereto if this Contract exceeds \$100,000.

(b) 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

(c) 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

(d) 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

(e) 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).

(f) 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) Byrd Anti-Lobbying Amendment (31 U.S.C.1352): That if this Contract is in excess of \$100,000 and is federally funded, the Contractor will ensure

(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) Debarment and Suspension: 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 (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 President (title) 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) Noncollusion: 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, business, joint venture, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(f) Tax Compliance: 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) Federal Requirements: 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.

(b) State Requirements: In accordance with G.L. c. 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. c.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) Funding Source Action. If the Contractor is in default, HUD and/or any other funding 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) City Action. 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; (3) hold the Contractor and its sureties liable in damages; (4) require the Contractor's sureties to complete the Contract; (5) 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; and/or (6) complete the work using the services of another contractor 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 FOR CONVENIENCE.**

(a) The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination

for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

(1) Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

(b) Contractor's Duties Upon Termination For Convenience. Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

## **Section 19. INSURANCE**

The Contractor shall obtain and maintain in full force and effect the insurance coverage required under Appendix E 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 # 508-580-4873.
- (b) the City, addressed to  
Michael F. Glavin, Executive Director  
Mayor's Office of Strategic Planning and Community Development

City Hall, 93 Highland Avenue  
Somerville, MA 02143  
or to FAX # 617-625-0722 and

Amgela M. Allen, Director  
Purchasing Department  
City Hall, 93 Highland Avenue  
Somerville, MA 02143  
or to FAX # 617-625-1344 and

with a copy to  
Francis X. Wright, Jr., City Solicitor  
City Hall, 93 Highland Avenue  
Somerville, MA 02143

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.

\_\_\_\_\_ (check here)

**SIGNATURE PAGES FOLLOW**

**IN WITNESS WHEREOF**, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

**CITY OF SOMERVILLE**

I hereby certify that the total contract amount is \$\_\_\_\_\_ and that an unencumbered balance of \$\_\_\_\_\_ is available for the current fiscal year of this contract. I further certify that a sum of \$\_\_\_\_\_ is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I will encumber additional sums as are required under this contract.

\_\_\_\_\_  
Edward Bean  
City Auditor

\_\_\_\_\_  
Joseph A. Curtatone  
Mayor

\_\_\_\_\_  
Angela M. Allen  
Purchasing Director

\_\_\_\_\_  
Michael F. Glavin,  
Executive Director, MOSPCD

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Francis X. Wright, Jr.  
City Solicitor

**VENDOR**

\_\_\_\_\_  
re of Authorized Agent of Vendor

Printed Name of Authorized Agent of Vendor

Title of Authorized Agent of Vendor

Street Address of Vendor

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Tax ID #

**FOR CORPORATIONS ONLY:**

I certify that the individual signing on behalf of the corporation has the authority to bind the corporation.

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Print or Type Clerk's Name

**APPENDIX A**

**CERTIFICATE OF GOOD STANDING/  
CERTIFICATE OF SIGNATURE AUTHORITY**

**APPENDIX B**  
**SCOPE OF WORK**



## **APPENDIX C**

### **CONTRACTOR'S BID PRICE; FORM FOR GENERAL BID**

## **APPENDIX D: GENERAL TERMS AND CONDITIONS**

### **1. CONTRACTOR'S OBLIGATION**

The General Contractor ("Contractor" or "General 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 the City of Somerville ("CITY") 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 the CITY.

### **2. PERFORMANCE/PAYMENT BONDS**

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Contract and also 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<sup>75</sup> 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 the 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 inconsistent or otherwise in dispute. Any differences or conflicts regarding the work which may arise between the Contractor under this contract and other Contractors performing work for the CITY 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 the CITY, 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 the CITY 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 the CITY 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 the CITY.

#### **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 the CITY. Where the requirements of the Drawings and Technical Specification fail to comply with applicable laws, ordinances, or codes, the CITY 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 the CITY, 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 the CITY 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 the CITY 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 Design Professional or the CITY 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 Design Professional or the CITY 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 the CITY not involving a change in Contract price or time, the Designer or the CITY 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 the CITY 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 the CITY 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 Design Professional shall decide the question of equality.
- b. The Contractor shall furnish to the CITY 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.

d. The CITY may require the Contractor to dismiss from the work such employee or employees as the CITY or the Design Professional 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 Design Professional or the CITY. 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 the CITY or the Design Professional. 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 Design Professional 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 the CITY'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.

- (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 the CITY or its designated representative. CITY 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, the CITY 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 the CITY.
- 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 the CITY 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 the CITY, the Contractor shall uncover and recover such work for inspection at the contractor's expense, when so requested by the CITY. Should it be considered necessary or advisable by the CITY 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 the CITY 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 UNCORRECTED WORK**

If the CITY 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 the CITY. 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 the CITY 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 the CITY 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 the CITY 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 the CITY 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 the CITY.
- 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 the CITY, 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 the CITY. Any compensation claimed by the Contractor on account of such emergency work will be determined by the CITY.
- 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 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 the CITY, 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. If this contract is subject to G.L. c. 149:44A, the Contractor shall provide weather

protection during the months of November through March in compliance with G.L. c. 149:44G. "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. Within 30 calendar days after award of the contract, the General Contractor shall submit in writing to the CITY for approval, three copies of his proposed methods for weather protection. 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 Fahrenheit, at the working surface. The General Contractor shall furnish and install one accurate Fahrenheit thermometer at each work area as designated by the Design Professional and 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. 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. This section does not supersede any specific requirements for methods of construction, curing of materials, or the like, set forth in the Technical Specifications.

## **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 the CITY not to cut or otherwise work of any other contractor.

## **20. COORDINATION WITH OTHER CONTRACTORS**

The Contractor shall coordinate its operations with those of other Contractors and subcontractors. 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 the CITY 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 or 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 the CITY 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 or 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 the CITY 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 the CITY of notice thereof.

b. The Contractor shall submit proof of the Contractor's claim in detail. Each decision by the CITY 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 the CITY's decision, the Contractor shall not delay the work, but shall notify the CITY 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, the CITY 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 the CITY 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 the CITY. 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 the CITY 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. The CITY will give notice of observed defects with reasonable promptness.

## **26. REVIEW OF RECORDS**

The CITY, its authorized representative and agents and the HUD Representative for the Secretary or representative of any other funding source, 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 the CITY through its authorized representatives or agents.

**APPENDIX E**

**INSURANCE REQUIREMENTS**

## **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:

\$ 1,000,000.00 per occurrence

\$ 1,000,000.00 aggregate

- b) AUTOMOBILE LIABILITY, including the use of all vehicles owned, leased, hired or borrowed, with limits not less than \$ 1,000,000.00 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. 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.

**Certificate Should Be Made Out To:**  
**City Of Somerville**  
**Purchasing Department**  
**93 Highland Avenue**  
**Somerville, Ma. 02143**

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate**



**APPENDIX F**

**LIVING WAGE NOTICE FOR CONTRACTS OVER \$10,000**

## **APPENDIX G**

**PROCUREMENT DOCUMENTATION  
ADVERTISEMENT, NOTICE TO BIDDERS,  
MBE/WBE AFFIRMATIVE ACTION, BID DOCUMENTS**

**APPENDIX H**

**PERFORMANCE BOND AND PAYMENT BOND**

**APPENDIX I**

**PREVAILING / DAVIS BACON WAGE RATES**

**Included in the Bid Document and incorporated herein by reference.**