

PUBLIC NOTICE
INVITATION TO BID

The Freetown Board of Health is seeking sealed bids for Subsurface Sewage Disposal System Upgrade at Fire Station, 25 Bullock Road, Freetown. Invitation to Bid and contract documents, including specifications may be secured from the Board of Health Office, 3 No. Main Street, Assonet, MA 02702 on August 3, 2015 between the hours of 8:00 a.m. and 4:00 p.m Monday thru Thursday and Friday 8:00 a.m. and 12:00 p.m. or on the town's website, <http://www.freetownma.gov> Bids for the specified System Upgrade shall be submitted to **Town of Freetown, 3 North Main Street, Assonet, MA 02702** Bids will be accepted until 2:00 PM on August 26, 2015. Following the deadline, bids will be publicly opened and read at the Town Hall, 3 North Main Street, Assonet, MA 02702. Bids will then be evaluated and summarized. The winning bid will be awarded at a future Board of Selectmen's meeting. The Town of Freetown reserves the right to reject any and/or all bids and to accept those bids which they consider to be in the best interest of the Town. Kevin Bernardo, Health Agent, Freetown Board of Selectmen Lee J. Baumgartner, Chairman, Paul G. Sadeck and Lisa A. Pacheco.

TOWN OF FREETOWN, MASSACHUSETTS

CONTRACT DOCUMENTS

FOR

CENTRAL FIRE STATION

SEPTIC IMPROVEMENTS

_____ August 1, 2015 _____

Town of Freetown
Freetown Town Hall
3 North Main Street
P.O. Box 438
Assonet, MA 02702

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SECTION 00020

INVITATION FOR BIDS

Sealed bids for the Central Fire Stations Septic Improvements will be received at the Office of the Town Administrator, Freetown Town Hall, 3 North Main Street, Freetown, Massachusetts 02702, until the time specified below at which time the bids will be publicly opened and read.

Specifications and bid forms may be obtained at the Office of the Town Administrator Monday through Thursday between 8:00 a.m. and 4:00 p.m., and Friday between 8:00 a.m. and 12:00 p.m.

Bids will be opened in the Office of the Town Administrator on August 26, 2015, at 2:00 p.m. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or, CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

Pre-Bid Conference and Site Visit will be held at the Central Fire Station, 25 Bullock Road, East Freetown, Massachusetts 02717 on August 19, 2015 at 2:00 p.m. It is imperative that all prospective bidders have a representative in attendance.

A performance bond in an amount equal to 100 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract as well as a labor and materials bond in an amount equal to 100 percent of the total contract price.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. c.30, §39M, as amended.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

Town of Freetown

By: _____
Jack Healey
Town Administrator

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Freetown, Massachusetts, herein called the Owner, acting by and through its Board of Selectmen, will receive sealed Bids for the project known as Central Fire Station Septic Improvements.

General bids shall be addressed to the Town of Freetown, Office of the Town Administrator, Freetown Town Hall, 3 North Main Street, P.O. Box 438 Freetown, Massachusetts 02702 and endorsed "Bid for Construction of Central Fire Station Septic Improvements Project" will be received at the Office of the Town Administrator until 2:00 p.m. prevailing time, on August 26th, 2015 at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The Work consists of the construction of improvements to the septic system at the Freetown Central Fire Station on 25 Bullock Road.

The location, general characteristics, and principal details of the Work are indicated on plans entitled: "Subsurface Sewage Disposal System Update, 25 Bullock Road", incorporated into this bid request and attached hereto as Exhibit 1 – Plans and Specifications.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the Owner or its Architect/Engineer, and shall then become a part of the Contract Documents.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

PROPERLY EXECUTED BID SECURITY SHALL BE PLACED IN A SEALED ENVELOPE, AND SHALL BE ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID.

Bid signatures will be checked.

All addenda will be sent certified mail, with return receipt requested, and/or facsimile or e-mail to all prospective bidders. All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Modification

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the Owner prior to the closing time, and, provided further, the Owner must be satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to a telegraphic communication.

The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.

The Owner may make such investigations as it deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

7. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Every request for such interpretation should be in writing addressed to Town Administrator, Freetown Town Hall, 3 North Main Street, P.O. Box 438, Freetown, Massachusetts 02702 and to be given consideration must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished by them for such purposes), or sent via facsimile or email if time requires. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract as specified in Section 00700, GENERAL CONDITIONS included herein. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though written out in full. Attention is directed to Section 00850 and to other applicable sections of the Contract Documents.

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

13. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

14. Information Not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the

information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

If is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Architect/Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

15. Bid Security

Each bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Owner, in the amount of five (5) percent of the value of the bid. Such security of general bidders will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

The Owner reserves the right to waive any informalities in bids and to reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

17. Time for Completion

The successful general bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID.

18. Comparison of Bids

Bids will be compared on the basis of prices set forth in the bid forms.

In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

19. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding.

20. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 30 Section 39M, as amended, need not be accepted and the Owner may reject every such bid.

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

State schedules of Prevailing wage rates are included in the Supplemental General Conditions section of the contract documents.

22. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

23. INSURANCE

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the General Conditions and in such form as shall protect him performing work covered by this Contract, and the Town of Freetown and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Town shall be named as an additional insured. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this Contract.

25. PROJECT MANAGER

In addition to a project Architect/Engineer, the Owner may utilize the services of a project manager, whose duties shall be as set forth in the Agreement for Project Manager Services.

SECTION 00300

FORM OF GENERAL BID

Bid of _____ (hereinafter called "Bidder")*

a corporation, organized and existing under the laws of the state of _____

a partnership

a joint venture

an individual
doing business as _____

To the Town of Freetown, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as the Central Fire Station Septic Improvements Project, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within 28 consecutive calendar days thereafter. The Bidder further agrees to pay as liquidated damages the sum of (\$ 200.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in Section 00700 GENERAL CONDITIONS.

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

C) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price: \$ _____

UNIT PRICES, if used, are as follows:

<u>Item</u>	<u>Quantity</u>	<u>Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in Section 00700 GENERAL CONDITIONS of the specifications.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for ____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
a.					
b.					
c.					
d.					
e.					
f.					

Bank reference _____
(Name)

(Bank)

(Address)

(Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec. 49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Respectfully submitted:

Date: _____

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the party of the first part, the Town of Freetown, hereinafter called "OWNER," acting herein through its Board of Selectmen, and the party of the second part, _____ doing business as *(an individual) (a partnership) (a joint venture) (a corporation) located in the *(City) (Town) of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows: Central Fire Station Septic Improvements, hereinafter called the Project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Section 00300 FORM OF GENERAL BID, Section 00700 GENERAL CONDITIONS, and Section 00800 SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates, blue prints, and the specifications and Contract Documents as prepared by the Owner.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to substantially complete the project within 28 consecutive calendar days of the date of the notice to proceed.

The CONTRACTOR further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day thereafter as provided in the Liquidated Damages Paragraph of Article 8 of Section 00700 GENERAL CONDITIONS.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 00700 GENERAL CONDITIONS, and to make payments on account thereof as provided in the Estimates and Payments Paragraph of Article 9 of Section 00700 GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

**TOWN OF FREETOWN
BOARD OF SELECTMEN**

CONTRACTOR: _____

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
(Owner's Counsel)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City & State)

_____ hereinafter called the "Surety" and licensed by the State
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are
held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called
"Owner", in the penal sum of

_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____ day of _____,
20__ (the "Construction Contract"), for the construction described as follows: _____
_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract
during the original term thereof, and any extensions thereof which may be granted by the Owner,
with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under
the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
Owner all outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1)
the Owner has declared the Principal in default of the Construction Contract or any provision
thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to
execute the work consistent with, and in conformance to, the Construction Contract (collectively
referred to as a "Contractor Default"). The determination of a Contractor Default shall be made
solely by the Owner. The Owner need not terminate the Construction Contract to declare a
Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20 ____, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____		_____
		Surety
	By	_____
		(Attorney-in-Fact)

		(Address-Zip Code)
_____ (SEAL)		
Witness as to Surety		

(Address-Zip Code)		

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 00700

GENERAL CONDITIONS

ARTICLE 1 - GENERAL PROVISIONS

ARTICLE 2 - ADMINISTRATION OF THE CONTRACT

ARTICLE 3 - OWNER

ARTICLE 4 - CONTRACTOR

ARTICLE 5 - SUBCONTRACTORS

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

ARTICLE 7 - CHANGES IN THE WORK / CLAIMS FOR ADDITIONAL COSTS

ARTICLE 8 - TIME

ARTICLE 9 - PAYMENTS AND COMPLETION

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

ARTICLE 11 - INSURANCE AND BONDS

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

ARTICLE 13 - MISCELLANEOUS PROVISIONS

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1 - GENERAL PROVISIONS

§ 1.1 DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplemental and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the Contract, and all applicable laws, ordinances and regulations. A Modification is (1) a written amendment to the contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Owner or (4) a written order for a minor change in the Work issued pursuant to Paragraph 7.4. The Contract Documents include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other documents, specifically enumerated in the Owner-Contractor Agreement. In the event of a conflict among the Contract Documents, they shall be construed according to the following priorities: first – Modifications; second – Agreement; third – Addenda; fourth – General Conditions; fifth – specifications; sixth – Drawings.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract.

§ 1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

§ 1.1.4 THE PROJECT

The project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

§ 1.1.5 OR EQUAL

The use of the words "Or Equal" following the name of any manufacturer, vendor or proprietary product shall be understood to mean that articles or materials may be substituted which, in the opinion of the Owner, are equal in quality, durability, appearance, strength, design and performance to the articles or materials named or described and will perform adequately in providing a first-class facility.

When submitting shop drawing information on articles or materials which are being proposed as substitutes for specified items, the Contractor shall clearly identify them as such. If the articles or materials are accepted as equal to those on which dimensions on the drawings are based, any dimensional variance from those shown and/or specified shall be shown on the shop drawings prepared by the Contractor, illustrating the manner in which conformity to dimensions and design is to be obtained. All such drawings shall be subject to the approval of the Owner and the installation of the article shall not proceed without first obtaining said approval.

§ 1.2 EXECUTION, CORRELATION AND INTENT

§ 1.2.1 The Contract Documents shall be signed in not less than quadruplicate by the Owner and Contractor.

§ 1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

§ 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is

consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

§1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.6 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.7 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.8 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 1.2.9 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.2.10 Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Owner for use by the Architect/Engineers in the design of the Project or Work. The Owner does not hold out such information to the Contractor as a completely accurate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided by Chapter 30, Section 39N of the General Laws of the Commonwealth of Massachusetts.

§ 1.2.11 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or work, unless otherwise specified.

§1.3 OWNERSHIP AND USE OF DOCUMENTS

§1.3.1 All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are to be used only with respect to this Project and are not to be used on any other project without the prior written consent of the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

ARTICLE 2 - ADMINISTRATION OF THE CONTRACT

§ 2.1 OWNER'S REPRESENTATIVE

§ 2.1.1 The designated representative of the Owner ("Architect/Engineer") will administer the Contract and visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner may also retain a separate Project Manager, who shall work with the Architect/Engineer in the administration of the Contract

§2.1.2 The Architect/Engineer and Project Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Owner may perform its functions under the Contract Documents.

§2.1.3 Based on his observations and an evaluation of the Contractor's Applications for Payment, the Architect/Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Article 9.

§2.1.4 The Architect/Engineer will render information necessary for the proper execution or progress of the Work within twenty (20) days of any request by the contractor or in accordance with any time limit agreed upon.

§2.1.5 The Architect/Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Section 13.5.2 whether or not such Work be then fabricated, installed or completed. Any such rejection of work shall not relieve the Contractor of the responsibility for maintaining protection of the Work and the Owner's property.

§2.1.6 The Architect/Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.1.7 The Architect/Engineer will prepare Change Orders in accordance with Section 7.1 herein, and will have authority to order minor changes in the Work as provided in Section 7.3.

§ 2.1.8 The Architect/Engineer will conduct inspections to determine the date of Substantial Completion and Final Completion, will review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Section 9.10.

ARTICLE 3 - OWNER

§ 3.1 DEFINITION

§ 3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number. The term Owner means the Owner or, as applicable, the Owner's authorized representative ("Architect/Engineer"), which for this Project shall be the Outback Engineering Company. The Owner may also retain a separate Project Manager, who shall work with the Architect/Engineer in the administration of the Contract. The form of agreement between the Owner and the Architect/Engineer and/or the Project Manager shall be made available to the Contractor upon request.

§ 3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 3.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

§ 3.2.3 The Owner shall furnish available surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except as otherwise stated in the Contract Documents, the Contractor shall be entitled to reasonably rely on the accuracy of information furnished by the Owner except to the extent that the Contractor's review thereof reveals, or in the exercise of reasonable diligence should have revealed, any inaccuracy or incompleteness therein. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 3.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness.

§ 3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, those copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work, all additional copies will be furnished upon request at the cost of reproduction.

§ 3.3 OWNER'S RIGHT TO STOP THE WORK

§ 3.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Owner.

§ 3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect/Engineer's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 4 - CONTRACTOR

§ 4.1 GENERAL

§ 4.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 4.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 4.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§ 4.2 REVIEW OF CONTRACT DOCUMENTS BY CONTRACTOR

§ 4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission he may discover. If the Contractor performs any construction activity it knows or reasonably should know involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for such correction.

§ 4.2.2 Any claim by the Contractor or Subcontractors that, in submitting their respective bids, they did not include all items as shown in the Contract Documents, will be given no consideration for an adjustment of any kind. If any item is specified in a Section which would not normally furnish this item it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Owner.

§ 4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 4.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect/Engineer and shall not proceed with that portion of the Work without further written instructions from the Architect/Engineer.

§ 4.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors this obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the Work.

§ 4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Contract, or by inspection, tests or approvals required or performed under Section 13.5 by persons other than the Contractor.

§ 4.3.4 The Contractor shall retain a registered professional engineer or registered land surveyor, acceptable to the Architect/Engineer, to establish the exterior lines and required elevations for all buildings and structures to be erected, and to establish lines and grades for associated roads, utilities and grading. The engineer or surveyor shall certify the actual location of constructed elements of the Work.

§ 4.4 LABOR AND MATERIALS

§ 4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 4.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 4.5 WARRANTY

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

§ 4.5.2 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Owner may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Owner, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense.

§ 4.5.3 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Owner in writing of the nature of such deviations at the time the material is submitted for approval.

§ 4.5.4 In informing the Owner of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Owner, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Owner may reject such substitution or deviation without further investigation.

§ 4.5.5 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner, unless such substitution was made at the written request or direction of the Owner.

§ 4.5.6 The warranty provided in this Section 4.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 4.5.7 The Contractor shall procure and deliver to the Owner, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the

Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

§ 4.5.8 The Contractor shall guarantee all Work for a period of one year after Date of Substantial Completion, or by the terms of any special guarantee required by the Contract Documents. The Contractor shall, upon written notice from the Owner, promptly correct defective Work or Work not in accordance with the Contract Documents.

§ 4.6 TAXES

§ 4.6.1 The Contractor shall pay applicable sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The project is exempt from the Massachusetts Sales Tax to the extent permitted by G.L. c.64H, §6(f). The exemption number can be obtained from the Owner upon request by the successful bidder.

§ 4.7 PERMITS, FEES AND NOTICES

§ 4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

§ 4.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

§ 4.7.3 If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 4.7.4 If the Contractor performs Work it knows or should know to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect/Engineer and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 4.8 SUPERINTENDENT

§ 4.8.1 The Contractor shall employ a competent full time superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case. The Contractor shall remove the superintendent if requested to do so by the Owner and shall replace him with a competent person acceptable to the Owner.

§ 4.8.2 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

§ 4.8.3 The Contractor shall arrange for and attend job meetings with the Owner and such other persons as the Owner may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Architect/Engineer. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

§ 4.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 4.9.1 The Contractor, within twenty (20) calendar days after being awarded the Contract, shall prepare and submit for the Owner's information and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised, subject to the Owner's approval, at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the

Work. The construction schedule shall be in such form and contain such information as the Owner requires. The construction schedule shall be resource loaded for the Contractor and all subcontractors, with each resource identified by name, description, unit of measure, and calendar assignment. For each class of work included in the Contractor's schedule of values, the construction schedule shall show the percentage of completion to be obtained and the total dollar value of the work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

§ 4.10 DOCUMENTS AND SAMPLES AT THE SITE

§ 4.10.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work.

§ 4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 4.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 4.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 4.11.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 4.11.4 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 4.11.5 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor.

§ 4.11.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner's approval thereof.

§ 4.12 USE OF SITE

§ 4.12.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 4.13 CUTTING AND PATCHING

§ 4.13.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 4.13.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor

except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 4.14 CLEANING UP

§ 4.14.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 4.14.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 4.15 ACCESS TO WORK

§ 4.15.1 The Contractor shall at all times provide the Owner access to the Work in preparation and progress wherever located.

§ 4.16 ROYALTIES, PATENTS AND COPYRIGHTS

§ 4.16.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner.

§ 4.17 INDEMNIFICATION

§ 4.17.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work by the Contractor or Subcontractor(s). Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.17.

§ 4.17.2 In claims against any person or entity indemnified under this Section 4.17 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.17.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 5 - SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and legally permissible and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitute.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

ARTICLE 7 - CHANGES IN THE WORK / CLAIMS FOR ADDITIONAL COSTS

§ 7.1 CHANGE ORDER

§ 7.1.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

§ 7.1.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents and applicable General Laws.

§ 7.1.3 Upon request of the Owner or the Architect/Engineer, the Contractor shall without cost to the Owner submit to the Architect/Engineer, in such form as the Architect/Engineer may require, an accurate written estimate of the cost of any proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Architect/Engineer. The Contractor shall promptly revise and resubmit each estimate if the Architect/Engineer determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect/Engineer, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect/Engineer bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

§ 7.1.4 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. by unit prices stated in the Contract Documents or subsequently agreed upon;
3. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. by the method provided in Section 7.1.5.

§ 7.1.5 If none of the methods set forth in Section 7.1.5.1, 7.1.5.2 or 7.1.5.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Owner on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.1.5.2 and 7.1.5.3 above, the Contractor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: actual cost of materials, including sales tax and cost of delivery; labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums, and rental value of equipment and machinery. Pending final determination of cost to the Owner, payments on account shall be made on the Owner's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

§ 7.1.6 Unit prices shall be as stated in the Bid Form and the Contract shall include all costs of the Contractor to the Owner as listed in Section 7.1.5. No additional charges shall be allowed for these items under any circumstances.

§ 7.2 CONCEALED CONDITIONS

§ 7.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

§ 7.3 MINOR CHANGES IN THE WORK

§ 7.3.1 The Owner will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly, regardless of whether it objects to an absence of adjustment in the Contract Time or Contract Sum.

§ 7.4 CLAIMS FOR ADDITIONAL COSTS

§ 7.4.1 Definition. The word "Claim" shall mean a written demand by the Contractor for an increase in the Contract Time or the Contract Sum. The Contractor is responsible for substantiating its Claims. The word "Claim" shall not include claims by the Owner. The Owner may withhold from the Contractor the value of any claims against the Contractor in accordance with Massachusetts General Laws, including, but not limited to, Sections 39G and 39K of Chapter 30.

§ 7.4.2 Time Limits on Claims. Contractor must initiate Claims within fourteen (14) calendar days after occurrence of the event giving rise to such Claim by written notice to the Architect/Engineer and the Owner. Such written notice must (1) be signed by the Contractor; (2) conspicuously identify on its face that the notice serves as a notice of claim; (3) explain in sufficient detail the basis of the Claim; (4) identify the date of the event giving rise to such Claim; and (5) state the exact dollar amount of the increase in the Contract Sum being requested, if any, and the number of days extension to the Contract Time sought, if any. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made.

§ 7.4.3 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation by the Owner, (2) any order by the Owner to stop the Work where the Contractor was not at fault, (3) any written order for a minor change in the Work issued or (4) failure of payment by the Owner, the Contractor shall make such claim as provided in this Section 7.4.

ARTICLE 8 - TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

§ 8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner when construction is substantially complete, in accordance with the Contract Documents, other than only customary punch list items, the lack of or completion of which will not interfere with the Owner's use, so the Owner can lawfully occupy and utilize the Work or designated portion thereof for the use for which it is intended. The Date of Final Completion of the Work is the date on which the Owner issues its final Certificate for Payment in accordance with Section 9.10 hereof.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Section 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time, and Final Completion thereafter in accordance with the provisions of the Contract Documents. If the Contractor fails to keep pace with the construction schedule prepared pursuant to Section 4.9, as measured by the certificates for payment issued by the Architect/Engineer, the Owner may require the Contractor, at the Contractor's sole cost, to accelerate the progress of the work by adding personnel or increasing the hours of work or by other means acceptable to the Owner.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor claims that he is delayed at any time in the progress of the Work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, or any causes beyond the Contractor's or its Subcontractor's control, or by delay authorized by the Owner, then, provided such delay in no way results from the act or neglect of the Contractor or any of its Subcontractors, the Contract Time may be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.3.2 Any claim for extension of time shall be made in writing to the Owner not more than seven (7) days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

§ 8.3.3 If no agreement is made stating the dates upon which interpretations of the Contract Documents by the Architect/Engineer shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretation until fifteen days after written request is made for them, and not then unless such claim is reasonable.

§ 8.3.4 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, or otherwise, except as and to the extent expressly provided under M.G.L. c.30, §39O in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

§ 8.4 LIQUIDATED DAMAGES

§ 8.4.1 It is expressly understood and agreed, by and between the Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial and/or residential conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to substantially complete the Work within the times herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Agreement not as a penalty but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor shall be in default after the time stipulated for completing the Work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be deducted by the Owner from periodic payments.

ARTICLE 9 - PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect/Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate

its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, in which case it shall be revised until acceptable to the Architect/Engineer shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 The Contractor shall submit to the Owner an itemized Application for Payment supported by such data substantiating the Contractor's right to payment as provided elsewhere in the Contract Documents for the period ending the last day of each month within the Contract period. The Application shall contain a separate line item or section for each subtrade category and a listing of the amount paid to each subcontractor as of the date of the Application

§ 9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The Contractor shall assume responsibility to protect all such materials from loss or damage at no cost to the Owner, until they are finally incorporated into the Work, whether or not they have been paid for by the Owner.

§ 9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect/Engineer will, within ten days after receipt of the Contractor's properly completed and supported Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect/Engineer determines is properly due, or notify the Contractor and Owner in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment by the Architect/Engineer shall not be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Owner shall withhold its Payment in whole or in part, to the extent necessary reasonably to protect itself. If the Owner is unable to make payment in the amount of the Application, he will notify the Contractor as provided in Section 9.4.1. If the Contractor and the Owner cannot agree on a revised amount, the Owner will issue a Certificate for Payment for the amount for which it determines is properly due. The Owner may also decline to make payment and the Architect/Engineer because of subsequently discovered evidence or subsequent observations, may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in its opinion to the Owner from loss because of:

- .1 defective work not remedied,
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims,
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,

- .5 damage to the Owner or another Contractor,
- .6 reasonable evidence that the Work will not be completed within the Contract Time, or
- .7 material failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above grounds in Section 9.5.1 are removed, payment shall be made for amounts withheld because of them.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in General Laws Chapter 30, Section 39G, and the Contract Documents. The Owner reserves the right to a 5% general retainage from each progress payment, which retainage shall be released to the Contractor upon substantial completion, less amounts properly allocated to punch list work and potential claims of the Owner.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work.

§ 9.6.3 The Owner shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

§ 9.6.4 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

§ 9.6.5 Notwithstanding the provisions of Section 9.6 all progress payments shall be made in accordance with Chapter 30, Sections 39F, 39G and 39K (as appropriate) of the General Laws of the Commonwealth of Massachusetts, as amended.

§ 9.7 SUBSTANTIAL COMPLETION

§ 9.7.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Section 8.1.3, the Contractor shall prepare for submission to the Owner a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Owner on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibility assigned to them in such Certificate.

§ 9.7.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and Certification by the Architect/Engineer, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

§ 9.7.3 The Contractor shall complete and correct any incomplete or defective work within forty-five (45) calendar days from the date of Substantial Completion.

§ 9.8 PARTIAL OCCUPANCY OR USE

§ 9.8.1 The Contractor agrees to the use and occupancy of the Project or any portion thereof before Substantial Completion of the Work. The Owner will cooperate with the Contractor with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the Contractor's Work provided that they do not interfere with the proper functioning of the facility. The Contractor shall not be responsible for wear and tear or damage resulting solely from temporary occupancy. Use and occupancy of any part of the Work prior to Substantial Completion shall not relieve the Contractor from maintaining the required payment and performance bonds and insurance required by this Contract.

§ 9.9 FINAL COMPLETION AND FINAL PAYMENT

§ 9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer will make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, it will issue a final Certificate for Payment stating that to the best of its knowledge, information and belief, and on the basis of its observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. .

§ 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been fully paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.9.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.9.4 Notwithstanding anything in the Contract Documents to the contrary, final payment shall be made in accordance with the requirements of G.L.c.30, §39K (building projects) or §39G (public works projects), as amended.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and other persons who may be affected thereby;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone

directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3., except damage or loss solely attributable to the acts or omissions of the Owner, the Engineer or anyone directly or indirectly employed by the Owner or Engineer, or by anyone for whose acts the Owner or Engineer may be liable, and not attributable to the acts or omissions of the Owner, the Engineer or anyone directly or indirectly employed by them, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligation under Section 4.13.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect/Engineer.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§10.2.8 The Contractor shall at all times protect excavations, trenches, buildings and materials from rain water, groundwater, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.9 The Contractor shall remove snow and ice which might result in damage or delay.

§ 10.2.10 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If the Contractor encounters or recognizes on the site any material known or reasonably believed to be hazardous, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect/Engineer in writing. The Contractor and the Owner shall cooperate in implementing measures to remove or contain said material and the Contractor shall comply with all directions of the Architect/Engineer in the implementation of such removal or containment.

§ 10.6 EMERGENCIES

§ 10.6.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 7 for Changes in the Work.

ARTICLE 11 - INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. .claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims for bodily injury or property damage arising out of completed operations; and

§ 11.1.2 The insurance required by Section 11.1.1 shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater.

All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The Owner shall be added as an Additional Insured on all policies.

Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Owner and authorized to do business in Massachusetts. Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings when it submits certificates of insurance.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. These certificates shall set forth evidence of all coverage required by Section 11.1.1 and 11.1.2. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

§ 11.2.1 The Contractor shall procure and pay for an Owner's policy of Owner's protective liability insurance insuring the Owner and its officers, employees and agents against claims which may arise from operations under the Contract or relating thereto.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Owner and which have, and shall maintain throughout the pendency of this contract, a minimum financial rating of not less than A+ according to A.M. Best or AAA according to Moody's. Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings when it submits the Certificate of Insurance. Such insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or damage including without duplication, theft, vandalism and malicious mischief. This insurance shall also cover portions of the Work stored off the site or in transit. If this insurance is written with stipulated amounts deductible, the Owner shall not be responsible for any difference between the payments made by the insurance carrier and the claim. The policy shall contain a provision that coverages afforded under policies will not be canceled or allowed to expire until at least 30 days' written notice has been given to the Owner. The Owner shall be named insured within the policy.

§ 11.3.2 The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.3 The Owner shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

§ 11.3.4 Upon the occurrence of an insured loss, the Owner and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance

proceeds. If after such a loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

§ 11.5 MINIMUM AMOUNT OF INSURANCE

§ 11.5.1 In no case shall the limits of liability for the insurance required by this section be less than specified in the Supplemental General Conditions .

§ 11.6 PERFORMANCE BOND AND PAYMENT BOND

§ 11.6.1 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 as security for the 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 in a form acceptable to the Owner, and shall remain in effect through the one-year warranty period.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If any portion of the work should be covered contrary to the request of the Owner or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for his observation and shall be replaced at the Contractor's expense.

§ 12.1.2 If any other portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs. The Contractor shall bear the cost of any loss, or damages to the owner resulting from such failure or defect.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Owner's additional services made necessary thereby.

§ 12.2.2 The Contractor shall provide a document to the Owner certifying that if within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or requiring excessive service or maintenance or not in accordance with the Contract Documents, the Contractor shall correct it within seven (7) days after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such approval, which written acceptance shall specifically refer to such defect. This obligation shall survive termination of the Contract. The Owner shall give such notice reasonably promptly after discovery of the condition. The provisions of this paragraph are in addition to, and not in limitation of, the Owner's other rights and remedies hereunder and in law and equity.

§ 12.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Sections 4.5.1, 12.2.1 and 12.2.2, unless removal is waived by the Owner in writing.

§ 12.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Sections 4.3.1, 12.2.1 and 12.2.2 the Owner may correct it in accordance with Section 3.4.

§ 12.2.5 If the Contractor does not proceed with the correction of defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or

equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Owner's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

§ 12.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

§ 12.2.7 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Section 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligation other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Owner prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the Commonwealth of Massachusetts. All applicable provisions of Federal, state, or local laws, by-laws, rules, or regulations are incorporated into the Contract as if fully set forth herein.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and the Contractor each bind himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner or Architect/Engineer shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Owner timely notice of its readiness so the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities which are normal and

customary for the type of work required by the Contract. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. All testing methods, organizations, and personnel shall be approved by the Owner before the start of testing Work, without regard to what party will ultimately pay for such Work.

§ 13.5.2 If the Owner determines that any Work requires special inspection, testing, or approval which Section 13.5.1 does not include, it will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Section 13.5.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Owner's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

§ 13.5.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Owner.

§ 13.5.4 The Contractor shall obtain and deliver promptly to the Architect/Engineer any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Architect/Engineer shall be a condition precedent to Substantial Completion of the Work.

§ 13.5.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 LIMITATION OF LIABILITY

§ 13.6.1 The Owner shall be liable, if ever, only to the extent of its interest in the Project; and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a Subcontract.

§ 13.7 DEFENSE OF SUITS

§ 13.9.1 The Contractor shall be responsible for, and shall defend and pay all costs, attorneys' fees and liabilities, both direct and indirect, as a result of litigation arising out of this Contract.

§ 13.9.2 Neither final acceptance nor occupation of the premises by the Owner shall relieve the Contractor of responsibility for all claims for labor, materials, and equipment arising out of this Contract.

§ 13.9.3 The Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for the following reason:

1. because the Architect/Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment properly issued within the time stated in the Contract Documents

§ 14.1.2 If one the above reason exists, the Contractor may, upon seven additional days written notice to the Owner and Architect/Engineer, terminate the Contract and recover from the Owner payment for the Work executed and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. The payment

for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may without prejudice to any other right or remedy deem this Contract terminated for cause if any of the following defaults shall occur and not be cured within ten (10) days after the giving of notice thereof by the Owner to the Contractor and any surety that has given bonds in connection with this Contract:

1. The Contractor has filed a petition, or a petition has been filed against the Contractor with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such a petition is filed against the Contractor without its consent and is not dismissed within sixty (60) days; or if the Contractor is generally not paying its debts as they become due; or if the Contractor becomes insolvent; or if the Contractor consents to the appointment of a receiver, trustee, liquidator, custodian or the like of the Contractor or of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days; or if the Contractor makes an assignment for the benefit of creditors;
2. The Contractor refuses or fails, except in cases for which extension of time is provided under this Contract's express terms, to supply enough properly skilled workers or proper materials to perform its obligations under this Contract, or the Architect/Engineer has determined that the rate of progress required for the timely completion of the Work is not being met;
3. The Contractor fails to make prompt payment to Subcontractors or for materials, equipment, or labor;
4. All or a part of the Work has been abandoned;
5. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as expressly permitted in this Contract;
6. The Contractor has failed to comply with any applicable Laws, regulations or government orders;
7. The Contractor fails to maintain, or provide to the Owner evidence of the insurance or bonds required by this Contract, or
8. The Contractor has failed to prosecute the Work or any portion thereof to the standards required under this Contract or has otherwise breached any material provision of this Contract.

§ 14.2.2 The Owner shall give the Contractor and any surety notice of such termination for cause, but the giving of notice of such termination shall not be a condition precedent or subsequent to the termination's effectiveness. In the event of such termination, and without limiting any other available remedies, the Owner may, at its option:

1. hold the Contractor and its sureties liable in damages for a breach of Contract;
2. notify the Contractor to discontinue all work, or any part thereof, and the Contractor shall discontinue all work, or any part thereof, as the Owner may designate;
3. complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the Contractor;
4. require the surety or sureties to complete the Work and perform all of the Contractor's obligations under this Contract.

§ 14.2.3 If the Owner elects to complete all or any portion of the Work as specified in Section 14.2.2.3 above, it may take possession of all materials, equipment, tools, machinery, implements at or near the Site owned by the Contractor and finish the Work at the Contractor's expense by whatever means the Owner may deem expedient; and the Contractor shall cooperate at its expense in the orderly transfer of the same to a new contractor or to the Owner as directed by the Owner. In such case the Owner shall not make any further payments to the Contractor until the Work is completely finished. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the site of the Work after the Owner has no further use for them. Unless so removed within fifteen days after notice to the Contractor to do so, they may be sold at public auction, and the proceeds credited to the Contractor's account; or they may, at the option of the Owner, be stored at the Contractor's expense subject to a lien for the storage charges.

§ 14.2.4 Damages and expenses incurred under Section 14.2.2 above shall include, but not be limited to, costs for the design or extra engineering services and Project Manager services required, in the opinion of the Owner, to successfully inspect and administer the construction contract through final completion of the Work

§ 14.2.5 Expenses charged under Section 14.2.2 above may be deducted and paid by the Owner out of any moneys then due or to become due the Contractor under this Contract.

§ 14.2.6 All sums damages, and expenses incurred by the Owner to complete the Work shall be charged to the Contractor. In case the damages and expenses charged are less than the sum that would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

§ 14.3 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may terminate this Contract for convenience even though the Contractor is not in default by giving notice to the Contractor specifying in said notice the date of termination.

§ 14.3.1 In the event that the Contract is terminated pursuant to Section 14.1, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest. The payment provided in this section shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

§ 14.3.2 Upon termination of this Contract for convenience as provided in Section 14.3.1 of this Article, the Contractor shall: (1) 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 the Owner in a safe condition; (5) transfer to the Owner all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all plans, Drawings, specifications and other information and documents used in connection with this Contract.

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

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2. Prevailing Wage Rates	2
3. Insurance Requirements	2

SECTION 00850 - Incorporation of Applicable Provisions of the Massachusetts General Laws

Attachment A - Wage Rates and Certificate
of Compliance

§ SC 1.1 INTRODUCTION

The following provisions modify, change, delete from or add to Section 00700 GENERAL CONDITIONS. Where any Subsection of the General Conditions is modified or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

§ SC 2.1 PREVAILING WAGE

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

§ SC 3.1 CONTRACTOR'S LIABILITY INSURANCE

In no case shall the limits of liability be less than the following:

- 1) General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law.
- 4) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Town should be named as an Additional Insured.

SECTION 00850

Incorporation of Applicable Provisions of the Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

"ATTACHMENT A"
[Wage Rates]



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

RONALD L. WALKER, II
 Secretary
 WILLIAM D MCKINNEY
 Director

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lt. Governor

Awarding Authority: Freetown Selectmen/ Town Ad
Contract Number: OE2824 **City/Town:** FREETOWN
Description of Work: Fire Station Septic System Upgrade at 25 Bullock Rd., Freetown - Replacing a subsurface Sewage Disposal System
Job Location: 25 Bullock Rd., Freetown

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
Construction 2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2015	\$31.65	\$9.91	\$9.33	\$0.00	\$50.89
	08/01/2015	\$31.65	\$10.41	\$9.33	\$0.00	\$51.39
	12/01/2015	\$31.65	\$10.41	\$10.08	\$0.00	\$52.14
	06/01/2016	\$32.15	\$10.41	\$10.08	\$0.00	\$52.64
	08/01/2016	\$32.15	\$10.91	\$10.08	\$0.00	\$53.14
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
	06/01/2015	\$31.72	\$9.91	\$9.33	\$0.00	\$50.96
	08/01/2015	\$31.72	\$10.41	\$9.33	\$0.00	\$51.46
	12/01/2015	\$31.72	\$10.41	\$10.08	\$0.00	\$52.21
	06/01/2016	\$32.22	\$10.41	\$10.08	\$0.00	\$52.71
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2016	\$32.22	\$10.91	\$10.08	\$0.00	\$53.21
	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
	06/01/2015	\$31.84	\$9.91	\$9.33	\$0.00	\$51.08
	08/01/2015	\$31.84	\$10.41	\$9.33	\$0.00	\$51.58
	12/01/2015	\$31.84	\$10.41	\$10.08	\$0.00	\$52.33
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 2)	06/01/2016	\$32.34	\$10.41	\$10.08	\$0.00	\$52.83
	08/01/2016	\$32.34	\$10.91	\$10.08	\$0.00	\$53.33
	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
	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 LABORERS - ZONE 2	06/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	12/01/2015	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	06/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
	12/01/2016	\$33.65	\$7.30	\$12.30	\$0.00	\$53.25
	For apprentice rates see "Apprentice- LABORER"					
ASBESTOS WORKER (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER LABORERS - ZONE 2	06/01/2016	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
	For apprentice rates see "Apprentice- LABORER"					
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2015	\$42.83	\$10.00	\$14.55	\$0.00	\$67.38
	12/01/2015	\$44.08	\$10.00	\$14.55	\$0.00	\$68.63
	06/01/2016	\$44.83	\$10.00	\$14.55	\$0.00	\$69.38
	12/01/2016	\$46.08	\$10.00	\$14.55	\$0.00	\$70.63
	06/01/2017	\$47.08	\$10.00	\$14.55	\$0.00	\$71.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	\$48.08	\$10.00	\$14.55	\$0.00	\$72.63
	06/01/2015	\$42.83	\$10.00	\$14.55	\$0.00	\$67.38
	12/01/2015	\$44.08	\$10.00	\$14.55	\$0.00	\$68.63
	06/01/2016	\$44.83	\$10.00	\$14.55	\$0.00	\$69.38
	12/01/2016	\$46.08	\$10.00	\$14.55	\$0.00	\$70.63
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2017	\$47.08	\$10.00	\$14.55	\$0.00	\$71.63
	12/01/2017	\$48.08	\$10.00	\$14.55	\$0.00	\$72.63
	06/01/2017	\$47.08	\$10.00	\$14.55	\$0.00	\$71.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	12/01/2015	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	06/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
	12/01/2016	\$33.65	\$7.30	\$12.30	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <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) <i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	02/01/2015	\$48.96	\$10.18	\$18.50	\$0.00	\$77.64
	08/01/2015	\$49.86	\$10.18	\$18.57	\$0.00	\$78.61
	02/01/2016	\$50.43	\$10.18	\$18.57	\$0.00	\$79.18
	08/01/2016	\$51.33	\$10.18	\$18.65	\$0.00	\$80.16
	02/01/2017	\$51.90	\$10.18	\$18.65	\$0.00	\$80.73

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

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2015

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

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	07/01/2015	\$45.82	\$10.90	\$18.71	\$1.30	\$76.73
	01/01/2016	\$46.44	\$10.90	\$18.71	\$1.30	\$77.35

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 07/01/2015

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

Effective Date - 01/01/2016

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

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
LABORERS - ZONE 2	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2015	\$43.83	\$10.00	\$14.55	\$0.00	\$68.38
OPERATING ENGINEERS LOCAL 4	12/01/2015	\$45.08	\$10.00	\$14.55	\$0.00	\$69.63
	06/01/2016	\$45.83	\$10.00	\$14.55	\$0.00	\$70.38
	12/01/2016	\$47.08	\$10.00	\$14.55	\$0.00	\$71.63
	06/01/2017	\$48.08	\$10.00	\$14.55	\$0.00	\$72.63
	12/01/2017	\$49.08	\$10.00	\$14.55	\$0.00	\$73.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	06/01/2015	\$29.61	\$10.00	\$14.55	\$0.00	\$54.16
OPERATING ENGINEERS LOCAL 4	12/01/2015	\$30.48	\$10.00	\$14.55	\$0.00	\$55.03
	06/01/2016	\$31.00	\$10.00	\$14.55	\$0.00	\$55.55
	12/01/2016	\$31.87	\$10.00	\$14.55	\$0.00	\$56.42
	06/01/2017	\$32.56	\$10.00	\$14.55	\$0.00	\$57.11
	12/01/2017	\$33.25	\$10.00	\$14.55	\$0.00	\$57.80

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2015

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

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	06/01/2015	\$35.25	\$7.30	\$13.20	\$0.00	\$55.75
LABORERS - ZONE 2	12/01/2015	\$36.00	\$7.30	\$13.20	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2015	\$42.42	\$10.00	\$14.55	\$0.00	\$66.97
OPERATING ENGINEERS LOCAL 4	12/01/2015	\$43.66	\$10.00	\$14.55	\$0.00	\$68.21
	06/01/2016	\$44.41	\$10.00	\$14.55	\$0.00	\$68.96
	12/01/2016	\$45.64	\$10.00	\$14.55	\$0.00	\$70.19
	06/01/2017	\$46.63	\$10.00	\$14.55	\$0.00	\$71.18
	12/01/2017	\$47.62	\$10.00	\$14.55	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER	08/01/2014	\$58.24	\$9.80	\$18.17	\$0.00	\$86.21
PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
DIVER TENDER	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
DIVER TENDER (EFFLUENT)	08/01/2014	\$62.40	\$9.80	\$18.17	\$0.00	\$90.37
PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
DIVER/SLURRY (EFFLUENT)	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
ELECTRICIAN	09/01/2014	\$37.31	\$8.00	\$11.03	\$0.00	\$56.34
ELECTRICIANS LOCAL 223	09/01/2015	\$38.31	\$8.40	\$11.28	\$0.00	\$57.99
	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *ELECTRICIAN - Local 223*

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.92	\$0.00	\$0.45	\$0.00	\$15.37
2	42	\$15.67	\$0.00	\$0.47	\$0.00	\$16.14
3	45	\$16.79	\$8.00	\$0.50	\$0.00	\$25.29
4	48	\$17.91	\$8.00	\$3.30	\$0.00	\$29.21
5	50	\$18.66	\$8.00	\$3.41	\$0.00	\$30.07
6	55	\$20.52	\$8.00	\$3.68	\$0.00	\$32.20
7	60	\$22.39	\$8.00	\$3.94	\$0.00	\$34.33
8	65	\$24.25	\$8.00	\$4.22	\$0.00	\$36.47
9	70	\$26.12	\$8.00	\$4.48	\$0.00	\$38.60
10	75	\$27.98	\$8.00	\$4.76	\$0.00	\$40.74

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.32	\$0.00	\$0.46	\$0.00	\$15.78
2	42	\$16.09	\$0.00	\$0.48	\$0.00	\$16.57
3	45	\$17.24	\$8.40	\$0.52	\$0.00	\$26.16
4	48	\$18.39	\$8.40	\$3.36	\$0.00	\$30.15
5	50	\$19.16	\$8.40	\$3.47	\$0.00	\$31.03
6	55	\$21.07	\$8.40	\$3.75	\$0.00	\$33.22
7	60	\$22.99	\$8.40	\$4.03	\$0.00	\$35.42
8	65	\$24.90	\$8.40	\$4.31	\$0.00	\$37.61
9	70	\$26.82	\$8.40	\$5.28	\$0.00	\$40.50
10	75	\$28.73	\$8.40	\$4.86	\$0.00	\$41.99

Notes:

Steps are 750 hours

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2015	\$53.30	\$13.58	\$14.21	\$0.00	\$81.09
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2016	\$54.53	\$14.43	\$14.96	\$0.00	\$83.92
	01/01/2017	\$55.86	\$15.28	\$15.71	\$0.00	\$86.85

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2015

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

Effective Date - 01/01/2016

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

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2015	\$37.31	\$13.58	\$14.21	\$0.00	\$65.10
	01/01/2016	\$38.17	\$14.43	\$14.96	\$0.00	\$67.56
	01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 2	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2015	\$40.22	\$10.00	\$14.30	\$0.00	\$64.52
	11/01/2015	\$40.80	\$10.00	\$14.30	\$0.00	\$65.10
	05/01/2016	\$41.69	\$10.00	\$14.30	\$0.00	\$65.99
	11/01/2016	\$42.28	\$10.00	\$14.30	\$0.00	\$66.58
	05/01/2017	\$43.16	\$10.00	\$14.30	\$0.00	\$67.46
	11/01/2017	\$43.89	\$10.00	\$14.30	\$0.00	\$68.19
	05/01/2018	\$44.60	\$10.00	\$14.30	\$0.00	\$68.90

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2015	\$41.65	\$10.00	\$14.30	\$0.00	\$65.95
	11/01/2015	\$42.24	\$10.00	\$14.30	\$0.00	\$66.54
	05/01/2016	\$43.13	\$10.00	\$14.30	\$0.00	\$67.43
	11/01/2016	\$43.73	\$10.00	\$14.30	\$0.00	\$68.03
	05/01/2017	\$44.62	\$10.00	\$14.30	\$0.00	\$68.92
	11/01/2017	\$45.35	\$10.00	\$14.30	\$0.00	\$69.65
	05/01/2018	\$46.07	\$10.00	\$14.30	\$0.00	\$70.37

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2015	\$21.68	\$10.00	\$14.30	\$0.00	\$45.98
	11/01/2015	\$22.02	\$10.00	\$14.30	\$0.00	\$46.32
	05/01/2016	\$22.54	\$10.00	\$14.30	\$0.00	\$46.84
	11/01/2016	\$22.89	\$10.00	\$14.30	\$0.00	\$47.19
	05/01/2017	\$23.42	\$10.00	\$14.30	\$0.00	\$47.72
	11/01/2017	\$23.84	\$10.00	\$14.30	\$0.00	\$48.14
	05/01/2018	\$24.27	\$10.00	\$14.30	\$0.00	\$48.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2014	\$37.31	\$8.00	\$11.03	\$0.00	\$56.34
	09/01/2015	\$38.31	\$8.40	\$11.28	\$0.00	\$57.99
	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 223</i>	09/01/2014	\$31.71	\$8.00	\$9.38	\$0.00	\$49.09
	09/01/2015	\$32.56	\$8.40	\$9.59	\$0.00	\$50.55
	09/01/2016	\$33.33	\$8.90	\$9.78	\$0.00	\$52.01
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$35.64	\$10.00	\$14.55	\$0.00	\$60.19
	12/01/2015	\$36.69	\$10.00	\$14.55	\$0.00	\$61.24
	06/01/2016	\$37.31	\$10.00	\$14.55	\$0.00	\$61.86
	12/01/2016	\$38.35	\$10.00	\$14.55	\$0.00	\$62.90
	06/01/2017	\$39.19	\$10.00	\$14.55	\$0.00	\$63.74
	12/01/2017	\$40.02	\$10.00	\$14.55	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2015	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
	12/01/2015	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
	06/01/2016	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
	12/01/2016	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2014	\$40.40	\$9.80	\$17.21	\$0.00	\$67.41

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone 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 OPERATING ENGINEERS LOCAL 4	06/01/2015	\$42.83	\$10.00	\$14.55	\$0.00	\$67.38
	12/01/2015	\$44.08	\$10.00	\$14.55	\$0.00	\$68.63
	06/01/2016	\$44.83	\$10.00	\$14.55	\$0.00	\$69.38
	12/01/2016	\$46.08	\$10.00	\$14.55	\$0.00	\$70.63
	06/01/2017	\$47.08	\$10.00	\$14.55	\$0.00	\$71.63
	12/01/2017	\$48.08	\$10.00	\$14.55	\$0.00	\$72.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	06/01/2015	\$29.61	\$10.00	\$14.55	\$0.00	\$54.16
	12/01/2015	\$30.48	\$10.00	\$14.55	\$0.00	\$55.03
	06/01/2016	\$31.00	\$10.00	\$14.55	\$0.00	\$55.55
	12/01/2016	\$31.87	\$10.00	\$14.55	\$0.00	\$56.42
	06/01/2017	\$32.56	\$10.00	\$14.55	\$0.00	\$57.11
	12/01/2017	\$33.25	\$10.00	\$14.55	\$0.00	\$57.80

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333	06/01/2015	\$35.08	\$10.25	\$8.00	\$0.00	\$53.33
	06/01/2016	\$35.58	\$10.70	\$8.25	\$0.00	\$54.53

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.54	\$10.25	\$1.00	\$0.00	\$28.79
2	56	\$19.73	\$10.25	\$1.00	\$0.00	\$30.98
3	63	\$21.93	\$10.25	\$1.50	\$0.00	\$33.68
4	69	\$24.12	\$10.25	\$1.50	\$0.00	\$35.87
5	75	\$26.31	\$10.25	\$2.00	\$0.00	\$38.56
6	81	\$28.50	\$10.25	\$2.00	\$0.00	\$40.75
7	88	\$30.70	\$10.25	\$8.00	\$0.00	\$48.95
8	94	\$32.89	\$10.25	\$8.00	\$0.00	\$51.14

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.79	\$10.70	\$1.00	\$0.00	\$29.49
2	56	\$20.01	\$10.70	\$1.00	\$0.00	\$31.71
3	63	\$22.24	\$10.70	\$1.50	\$0.00	\$34.44
4	69	\$24.46	\$10.70	\$1.50	\$0.00	\$36.66
5	75	\$26.69	\$10.70	\$2.00	\$0.00	\$39.39
6	81	\$28.91	\$10.70	\$2.00	\$0.00	\$41.61
7	88	\$31.13	\$10.70	\$8.00	\$0.00	\$49.83
8	94	\$33.36	\$10.70	\$8.00	\$0.00	\$52.06

Notes:

Apprentice to Journeyworker Ratio:1:3

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2015	\$36.63	\$11.00	\$15.35	\$0.00	\$62.98
	09/01/2015	\$37.38	\$11.00	\$15.35	\$0.00	\$63.73
	03/01/2016	\$38.13	\$11.00	\$15.35	\$0.00	\$64.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	12/01/2015	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	06/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
	12/01/2016	\$33.65	\$7.30	\$12.30	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	09/01/2014	\$38.98	\$11.25	\$12.60	\$0.00	\$62.83

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$11.25	\$11.00	\$0.00	\$41.74
2	60	\$23.39	\$11.25	\$11.32	\$0.00	\$45.96
3	70	\$27.29	\$11.25	\$11.64	\$0.00	\$50.18
4	80	\$31.18	\$11.25	\$11.96	\$0.00	\$54.39

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i>	03/16/2015	\$33.96	\$7.70	\$15.45	\$0.00	\$57.11
	09/16/2015	\$34.66	\$7.70	\$15.45	\$0.00	\$57.81
	03/16/2016	\$35.36	\$7.70	\$15.45	\$0.00	\$58.51

Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$23.77	\$7.70	\$15.45	\$0.00	\$46.92
2	75	\$25.47	\$7.70	\$15.45	\$0.00	\$48.62
3	80	\$27.17	\$7.70	\$15.45	\$0.00	\$50.32
4	85	\$28.87	\$7.70	\$15.45	\$0.00	\$52.02
5	90	\$30.56	\$7.70	\$15.45	\$0.00	\$53.71
6	95	\$32.26	\$7.70	\$15.45	\$0.00	\$55.41

Effective Date - 09/16/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$24.26	\$7.70	\$15.45	\$0.00	\$47.41
2	75	\$26.00	\$7.70	\$15.45	\$0.00	\$49.15
3	80	\$27.73	\$7.70	\$15.45	\$0.00	\$50.88
4	85	\$29.46	\$7.70	\$15.45	\$0.00	\$52.61
5	90	\$31.19	\$7.70	\$15.45	\$0.00	\$54.34
6	95	\$32.93	\$7.70	\$15.45	\$0.00	\$56.08

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
LABORERS - ZONE 2	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
LABORERS - ZONE 2	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2015

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

Effective Date - 12/01/2015

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	06/01/2015	\$31.35	\$7.30	\$12.25	\$0.00	\$50.90
	12/01/2015	\$31.85	\$7.30	\$12.25	\$0.00	\$51.40

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS - ZONE 2	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
LABORERS - ZONE 2	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

MARBLE & TILE FINISHERS	02/01/2015	\$37.37	\$10.18	\$17.18	\$0.00	\$64.73
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2015	\$38.08	\$10.18	\$17.25	\$0.00	\$65.51
	02/01/2016	\$38.53	\$10.18	\$17.25	\$0.00	\$65.96
	08/01/2016	\$39.23	\$10.18	\$17.33	\$0.00	\$66.74
	02/01/2017	\$39.69	\$10.18	\$17.33	\$0.00	\$67.20

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

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.69	\$10.18	\$17.18	\$0.00	\$46.05
2	60	\$22.42	\$10.18	\$17.18	\$0.00	\$49.78
3	70	\$26.16	\$10.18	\$17.18	\$0.00	\$53.52
4	80	\$29.90	\$10.18	\$17.18	\$0.00	\$57.26
5	90	\$33.63	\$10.18	\$17.18	\$0.00	\$60.99

Effective Date - 08/01/2015

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

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2015	\$49.00	\$10.18	\$18.50	\$0.00	\$77.68
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2015	\$49.90	\$10.18	\$18.57	\$0.00	\$78.65
	02/01/2016	\$50.47	\$10.18	\$18.57	\$0.00	\$79.22
	08/01/2016	\$51.37	\$10.18	\$18.65	\$0.00	\$80.20
	02/01/2017	\$51.94	\$10.18	\$18.65	\$0.00	\$80.77

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.50	\$10.18	\$18.50	\$0.00	\$53.18
2	60	\$29.40	\$10.18	\$18.50	\$0.00	\$58.08
3	70	\$34.30	\$10.18	\$18.50	\$0.00	\$62.98
4	80	\$39.20	\$10.18	\$18.50	\$0.00	\$67.88
5	90	\$44.10	\$10.18	\$18.50	\$0.00	\$72.78

Effective Date - 08/01/2015

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

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	06/01/2015	\$42.42	\$10.00	\$14.55	\$0.00	\$66.97
	12/01/2015	\$43.66	\$10.00	\$14.55	\$0.00	\$68.21
	06/01/2016	\$44.41	\$10.00	\$14.55	\$0.00	\$68.96
	12/01/2016	\$45.64	\$10.00	\$14.55	\$0.00	\$70.19
	06/01/2017	\$46.63	\$10.00	\$14.55	\$0.00	\$71.18
	12/01/2017	\$47.62	\$10.00	\$14.55	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	06/01/2015	\$42.42	\$10.00	\$14.55	\$0.00	\$66.97
	12/01/2015	\$43.66	\$10.00	\$14.55	\$0.00	\$68.21
	06/01/2016	\$44.41	\$10.00	\$14.55	\$0.00	\$68.96
	12/01/2016	\$45.64	\$10.00	\$14.55	\$0.00	\$70.19
	06/01/2017	\$46.63	\$10.00	\$14.55	\$0.00	\$71.18
	12/01/2017	\$47.62	\$10.00	\$14.55	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) MILLWRIGHT'S LOCAL 1121 - Zone 2	04/01/2015	\$34.69	\$9.80	\$16.21	\$0.00	\$60.70
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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2015

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

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
LABORERS - ZONE 2	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	06/01/2015	\$21.97	\$10.00	\$14.55	\$0.00	\$46.52
OPERATING ENGINEERS LOCAL 4	12/01/2015	\$22.62	\$10.00	\$14.55	\$0.00	\$47.17
	06/01/2016	\$23.01	\$10.00	\$14.55	\$0.00	\$47.56
	12/01/2016	\$23.66	\$10.00	\$14.55	\$0.00	\$48.21
	06/01/2017	\$24.17	\$10.00	\$14.55	\$0.00	\$48.72
	12/01/2017	\$24.69	\$10.00	\$14.55	\$0.00	\$49.24

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	06/01/2015	\$25.68	\$10.00	\$14.55	\$0.00	\$50.23
OPERATING ENGINEERS LOCAL 4	12/01/2015	\$26.43	\$10.00	\$14.55	\$0.00	\$50.98
	06/01/2016	\$26.89	\$10.00	\$14.55	\$0.00	\$51.44
	12/01/2016	\$27.64	\$10.00	\$14.55	\$0.00	\$52.19
	06/01/2017	\$28.24	\$10.00	\$14.55	\$0.00	\$52.79
	12/01/2017	\$28.85	\$10.00	\$14.55	\$0.00	\$53.40

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2015	\$42.42	\$10.00	\$14.55	\$0.00	\$66.97
OPERATING ENGINEERS LOCAL 4	12/01/2015	\$43.66	\$10.00	\$14.55	\$0.00	\$68.21
	06/01/2016	\$44.41	\$10.00	\$14.55	\$0.00	\$68.96
	12/01/2016	\$45.64	\$10.00	\$14.55	\$0.00	\$70.19
	06/01/2017	\$46.63	\$10.00	\$14.55	\$0.00	\$71.18
	12/01/2017	\$47.62	\$10.00	\$14.55	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
PAINTERS LOCAL 35 - ZONE 2	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2015

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

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 07/01/2015

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

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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

Effective Date - 07/01/2015

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

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
LABORERS - ZONE 2	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	07/01/2015	\$38.06	\$7.85	\$16.10	\$0.00	\$62.01
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2016	\$39.01	\$7.85	\$16.10	\$0.00	\$62.96
	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2015

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

Effective Date - 01/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 2)	09/01/2013	\$37.01	\$9.80	\$18.17	\$0.00	\$64.98
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 2)	09/01/2013	\$37.01	\$9.80	\$18.17	\$0.00	\$64.98

Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;

(Same as set in Zone 1)

1\$50.41/2\$54.61/3\$58.82/4\$60.92/5\$63.02/6\$63.02/7\$67.23/8\$67.23

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 2</i>	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2015	\$36.63	\$11.00	\$15.35	\$0.00	\$62.98
	09/01/2015	\$37.38	\$11.00	\$15.35	\$0.00	\$63.73
	03/01/2016	\$38.13	\$11.00	\$15.35	\$0.00	\$64.48

Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.65	\$11.00	\$1.50	\$0.00	\$27.15
2	50	\$18.32	\$11.00	\$1.50	\$0.00	\$30.82
3	60	\$21.98	\$11.00	\$7.85	\$0.00	\$40.83
4	70	\$25.64	\$11.00	\$11.66	\$0.00	\$48.30
5	80	\$29.30	\$11.00	\$15.35	\$0.00	\$55.65

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.95	\$11.00	\$1.50	\$0.00	\$27.45
2	50	\$18.69	\$11.00	\$1.50	\$0.00	\$31.19
3	60	\$22.43	\$11.00	\$7.85	\$0.00	\$41.28
4	70	\$26.17	\$11.00	\$11.66	\$0.00	\$48.83
5	80	\$29.90	\$11.00	\$15.35	\$0.00	\$56.25

Notes:

Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2015	\$36.63	\$11.00	\$15.35	\$0.00	\$62.98
	09/01/2015	\$37.38	\$11.00	\$15.35	\$0.00	\$63.73
	03/01/2016	\$38.13	\$11.00	\$15.35	\$0.00	\$64.48

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

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2015	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2015	\$32.65	\$7.30	\$12.30	\$0.00	\$52.25
	06/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
	12/01/2016	\$33.90	\$7.30	\$12.30	\$0.00	\$53.50

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$42.83	\$10.00	\$14.55	\$0.00	\$67.38
	12/01/2015	\$44.08	\$10.00	\$14.55	\$0.00	\$68.63
	06/01/2016	\$44.83	\$10.00	\$14.55	\$0.00	\$69.38
	12/01/2016	\$46.08	\$10.00	\$14.55	\$0.00	\$70.63
	06/01/2017	\$47.08	\$10.00	\$14.55	\$0.00	\$71.63
	12/01/2017	\$48.08	\$10.00	\$14.55	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$42.83	\$10.00	\$14.55	\$0.00	\$67.38
	12/01/2015	\$44.08	\$10.00	\$14.55	\$0.00	\$68.63
	06/01/2016	\$44.83	\$10.00	\$14.55	\$0.00	\$69.38
	12/01/2016	\$46.08	\$10.00	\$14.55	\$0.00	\$70.63
	06/01/2017	\$47.08	\$10.00	\$14.55	\$0.00	\$71.63
	12/01/2017	\$48.08	\$10.00	\$14.55	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$29.61	\$10.00	\$14.55	\$0.00	\$54.16
	12/01/2015	\$30.48	\$10.00	\$14.55	\$0.00	\$55.03
	06/01/2016	\$31.00	\$10.00	\$14.55	\$0.00	\$55.55
	12/01/2016	\$31.87	\$10.00	\$14.55	\$0.00	\$56.42
	06/01/2017	\$32.56	\$10.00	\$14.55	\$0.00	\$57.11
	12/01/2017	\$33.25	\$10.00	\$14.55	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 59</i>	06/01/2008	\$19.00	\$5.10	\$4.21	\$0.00	\$28.31
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$42.42	\$10.00	\$14.55	\$0.00	\$66.97
	12/01/2015	\$43.66	\$10.00	\$14.55	\$0.00	\$68.21
	06/01/2016	\$44.41	\$10.00	\$14.55	\$0.00	\$68.96
	12/01/2016	\$45.64	\$10.00	\$14.55	\$0.00	\$70.19
	06/01/2017	\$46.63	\$10.00	\$14.55	\$0.00	\$71.18
	12/01/2017	\$47.62	\$10.00	\$14.55	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81

** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. *CARPENTERS -ZONE 2 (Residential Wood)*

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing)	02/01/2015	\$40.11	\$10.50	\$11.60	\$0.00	\$62.21
ROOFERS LOCAL 33	08/01/2015	\$40.11	\$11.00	\$12.00	\$0.00	\$63.11
	02/01/2016	\$41.01	\$11.00	\$12.00	\$0.00	\$64.01

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 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

Effective Date - 08/01/2015

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

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	02/01/2015	\$40.36	\$10.50	\$11.60	\$0.00	\$62.46
ROOFERS LOCAL 33	08/01/2015	\$40.36	\$11.00	\$12.00	\$0.00	\$63.36
	02/01/2016	\$41.26	\$11.00	\$12.00	\$0.00	\$64.26
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER	04/01/2015	\$35.60	\$10.20	\$13.72	\$1.79	\$61.31
SHEETMETAL WORKERS LOCAL 17 - B	10/01/2015	\$36.10	\$10.20	\$13.72	\$1.79	\$61.81
	04/01/2016	\$36.60	\$10.20	\$13.72	\$1.79	\$62.31

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.24	\$10.20	\$3.28	\$0.84	\$28.56
2	45	\$16.02	\$10.20	\$3.69	\$0.91	\$30.82
3	50	\$17.80	\$10.20	\$8.57	\$1.11	\$37.68
4	55	\$19.58	\$10.20	\$8.57	\$1.17	\$39.52
5	60	\$21.36	\$10.20	\$11.17	\$1.28	\$44.01
6	65	\$23.14	\$10.20	\$11.38	\$1.34	\$46.06
7	70	\$24.92	\$10.20	\$11.60	\$1.40	\$48.12
8	75	\$26.70	\$10.20	\$11.82	\$1.46	\$50.18
9	80	\$28.48	\$10.20	\$12.03	\$1.52	\$52.23
10	85	\$30.26	\$10.20	\$12.25	\$1.58	\$54.29

Effective Date - 10/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.44	\$10.20	\$3.28	\$0.84	\$28.76
2	45	\$16.25	\$10.20	\$3.69	\$0.91	\$31.05
3	50	\$18.05	\$10.20	\$8.57	\$1.11	\$37.93
4	55	\$19.86	\$10.20	\$8.57	\$1.17	\$39.80
5	60	\$21.66	\$10.20	\$11.17	\$1.29	\$44.32
6	65	\$23.47	\$10.20	\$11.38	\$1.35	\$46.40
7	70	\$25.27	\$10.20	\$11.60	\$1.41	\$48.48
8	75	\$27.08	\$10.20	\$11.82	\$1.47	\$50.57
9	80	\$28.88	\$10.20	\$12.03	\$1.53	\$52.64
10	85	\$30.69	\$10.20	\$12.25	\$1.59	\$54.73

Notes:

Apprentice to Journeyworker Ratio:1:3

SIGN ERECTOR	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
PAINTERS LOCAL 35 - ZONE 2						

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

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

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	06/01/2015	\$31.94	\$9.91	\$9.33	\$0.00	\$51.18
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2015	\$31.94	\$10.41	\$9.33	\$0.00	\$51.68
	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	06/01/2015	\$32.23	\$9.91	\$9.33	\$0.00	\$51.47
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2015	\$32.23	\$10.41	\$9.33	\$0.00	\$51.97
	12/01/2015	\$32.23	\$10.41	\$10.08	\$0.00	\$52.72
	06/01/2016	\$32.73	\$10.41	\$10.08	\$0.00	\$53.22
	08/01/2016	\$32.73	\$10.91	\$10.08	\$0.00	\$53.72
	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
SPRINKLER FITTER	03/01/2015	\$48.99	\$8.42	\$14.90	\$0.00	\$72.31
SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2	10/01/2015	\$50.03	\$8.42	\$14.90	\$0.00	\$73.35
	01/01/2016	\$50.03	\$8.67	\$15.05	\$0.00	\$73.75
	03/01/2016	\$50.93	\$8.67	\$15.05	\$0.00	\$74.65
	10/01/2016	\$51.97	\$8.67	\$15.05	\$0.00	\$75.69
	03/01/2017	\$52.87	\$8.67	\$15.05	\$0.00	\$76.59

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

Effective Date - 03/01/2015

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

Effective Date - 10/01/2015

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

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	06/01/2015	\$42.42	\$10.00	\$14.55	\$0.00	\$66.97
OPERATING ENGINEERS LOCAL 4	12/01/2015	\$43.66	\$10.00	\$14.55	\$0.00	\$68.21
	06/01/2016	\$44.41	\$10.00	\$14.55	\$0.00	\$68.96
	12/01/2016	\$45.64	\$10.00	\$14.55	\$0.00	\$70.19
	06/01/2017	\$46.63	\$10.00	\$14.55	\$0.00	\$71.18
	12/01/2017	\$47.62	\$10.00	\$14.55	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2014	\$31.71	\$8.00	\$9.38	\$0.00	\$49.09
	09/01/2015	\$32.56	\$8.40	\$9.59	\$0.00	\$50.55
	09/01/2016	\$33.33	\$8.90	\$9.78	\$0.00	\$52.01

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages
Steps are 750hrs
Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2015	\$47.90	\$10.18	\$18.50	\$0.00	\$76.58
	08/01/2015	\$48.80	\$10.18	\$18.57	\$0.00	\$77.55
	02/01/2016	\$49.37	\$10.18	\$18.57	\$0.00	\$78.12
	08/01/2016	\$50.27	\$10.18	\$18.65	\$0.00	\$79.10
	02/01/2017	\$50.84	\$10.18	\$18.65	\$0.00	\$79.67

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$10.18	\$18.50	\$0.00	\$52.63
2	60	\$28.74	\$10.18	\$18.50	\$0.00	\$57.42
3	70	\$33.53	\$10.18	\$18.50	\$0.00	\$62.21
4	80	\$38.32	\$10.18	\$18.50	\$0.00	\$67.00
5	90	\$43.11	\$10.18	\$18.50	\$0.00	\$71.79

Effective Date - 08/01/2015

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

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2015	\$36.45	\$7.30	\$13.40	\$0.00	\$57.15
	12/01/2015	\$37.20	\$7.30	\$13.40	\$0.00	\$57.90
	06/01/2016	\$37.95	\$7.30	\$13.40	\$0.00	\$58.65
	12/01/2016	\$38.95	\$7.30	\$13.40	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2015	\$35.17	\$7.30	\$13.40	\$0.00	\$55.87
	12/01/2015	\$35.92	\$7.30	\$13.40	\$0.00	\$56.62
	06/01/2016	\$36.67	\$7.30	\$13.40	\$0.00	\$57.37
	12/01/2016	\$37.67	\$7.30	\$13.40	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2015	\$35.05	\$7.30	\$13.40	\$0.00	\$55.75
	12/01/2015	\$35.80	\$7.30	\$13.40	\$0.00	\$56.50
	06/01/2016	\$36.55	\$7.30	\$13.40	\$0.00	\$57.25
	12/01/2016	\$37.55	\$7.30	\$13.40	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$42.42	\$10.00	\$14.55	\$0.00	\$66.97
	12/01/2015	\$43.66	\$10.00	\$14.55	\$0.00	\$68.21
	06/01/2016	\$44.41	\$10.00	\$14.55	\$0.00	\$68.96
	12/01/2016	\$45.64	\$10.00	\$14.55	\$0.00	\$70.19
	06/01/2017	\$46.63	\$10.00	\$14.55	\$0.00	\$71.18
	12/01/2017	\$47.62	\$10.00	\$14.55	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2015	\$32.52	\$9.91	\$9.33	\$0.00	\$51.76
	08/01/2015	\$32.52	\$10.41	\$9.33	\$0.00	\$52.26
	12/01/2015	\$32.52	\$10.41	\$10.08	\$0.00	\$53.01
	06/01/2016	\$33.02	\$10.41	\$10.08	\$0.00	\$53.51
	08/01/2016	\$33.02	\$10.91	\$10.08	\$0.00	\$54.01
	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2015	\$47.33	\$7.30	\$13.80	\$0.00	\$68.43
	12/01/2015	\$48.08	\$7.30	\$13.80	\$0.00	\$69.18
	06/01/2016	\$48.83	\$7.30	\$13.80	\$0.00	\$69.93
	12/01/2016	\$49.83	\$7.30	\$13.80	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2015	\$49.33	\$7.30	\$13.80	\$0.00	\$70.43
	12/01/2015	\$50.08	\$7.30	\$13.80	\$0.00	\$71.18
	06/01/2016	\$50.83	\$7.30	\$13.80	\$0.00	\$71.93
	12/01/2016	\$51.83	\$7.30	\$13.80	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2015	\$39.40	\$7.30	\$13.80	\$0.00	\$60.50
	12/01/2015	\$40.15	\$7.30	\$13.80	\$0.00	\$61.25
	06/01/2016	\$40.90	\$7.30	\$13.80	\$0.00	\$62.00
	12/01/2016	\$41.90	\$7.30	\$13.80	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2015	\$41.40	\$7.30	\$13.80	\$0.00	\$62.50
	12/01/2015	\$42.15	\$7.30	\$13.80	\$0.00	\$63.25
	06/01/2016	\$42.90	\$7.30	\$13.80	\$0.00	\$64.00
	12/01/2016	\$43.90	\$7.30	\$13.80	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2015	\$31.94	\$9.91	\$9.33	\$0.00	\$51.18
	08/01/2015	\$31.94	\$10.41	\$9.33	\$0.00	\$51.68
	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$42.83	\$10.00	\$14.55	\$0.00	\$67.38
	12/01/2015	\$44.08	\$10.00	\$14.55	\$0.00	\$68.63
	06/01/2016	\$44.83	\$10.00	\$14.55	\$0.00	\$69.38
	12/01/2016	\$46.08	\$10.00	\$14.55	\$0.00	\$70.63
	06/01/2017	\$47.08	\$10.00	\$14.55	\$0.00	\$71.63
	12/01/2017	\$48.08	\$10.00	\$14.55	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2015	\$36.63	\$11.00	\$15.35	\$0.00	\$62.98
	09/01/2015	\$37.38	\$11.00	\$15.35	\$0.00	\$63.73
	03/01/2016	\$38.13	\$11.00	\$15.35	\$0.00	\$64.48
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$25.66	\$8.70	\$4.48	\$0.00	\$38.84
	For apprentice rates see "Apprentice- LINEMAN"					
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.55	\$8.70	\$6.58	\$0.00	\$51.83
	For apprentice rates see "Apprentice- LINEMAN"					
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$29.94	\$8.70	\$6.05	\$0.00	\$44.69
	For apprentice rates see "Apprentice- LINEMAN"					
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$5.24	\$0.00	\$37.46
	For apprentice rates see "Apprentice- LINEMAN"					
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.35	\$8.70	\$9.43	\$0.00	\$54.48
	For apprentice rates see "Apprentice- LINEMAN"					
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$32.08	\$8.70	\$6.59	\$0.00	\$47.37
	For apprentice rates see "Apprentice- LINEMAN"					
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$3.72	\$0.00	\$35.94
	For apprentice rates see "Apprentice- LINEMAN"					
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$19.25	\$8.70	\$2.85	\$0.00	\$30.80
	For apprentice rates see "Apprentice- LINEMAN"					
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$42.77	\$8.70	\$11.78	\$0.00	\$63.25

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.66	\$8.70	\$4.24	\$0.00	\$38.60
2	65	\$27.80	\$8.70	\$4.71	\$0.00	\$41.21
3	70	\$29.94	\$8.70	\$5.43	\$0.00	\$44.07
4	75	\$32.08	\$8.70	\$6.16	\$0.00	\$46.94
5	80	\$34.22	\$8.70	\$6.88	\$0.00	\$49.80
6	85	\$36.35	\$8.70	\$7.62	\$0.00	\$52.67
7	90	\$38.49	\$8.70	\$8.83	\$0.00	\$56.02

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2015	\$28.12	\$4.25	\$3.09	\$0.00	\$35.46
	01/01/2016	\$28.98	\$4.25	\$3.12	\$0.00	\$36.35
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2015	\$26.49	\$4.25	\$3.04	\$0.00	\$33.78
	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2015	\$26.49	\$4.25	\$3.04	\$0.00	\$33.78
	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2015	\$18.05	\$3.55	\$0.00	\$0.00	\$21.60
	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2015	\$15.92	\$3.55	\$0.00	\$0.00	\$19.47
	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

Additional Apprentice Information:

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

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

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

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

EXHIBIT 1
PLANS AND SPECIFICATIONS

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